

Warranty Terms and Conditions for CARAVITA Parasols

1. General Provisions

CARAVITA provides consumers (within the meaning of Section 13 of the German Civil Code (BGB)) with a five-year manufacturer's warranty in accordance with these CARAVITA Warranty Terms and Conditions for all CARAVITA parasols purchased in Europe and Switzerland on or after 1 April 2026 (including accessories and equipment options, such as a wind vent).

The warranty applies exclusively to new products purchased from a CARAVITA specialist dealer.

Display models and CARAVITA sun sails are not covered by the warranty.

Electrical components, drives and fabric coverings (including seams, colour fastness, etc.) are also excluded from warranty coverage.

The CARAVITA manufacturer's warranty does not affect the consumer's statutory rights in respect of defects against the CARAVITA contractual partner.

2. Limitations of the Warranty

No obligation under the warranty arises in respect of minor deviations from the specified condition of the products that are immaterial to their value and fitness for use.

The same applies to cosmetic imperfections, reasonable operating noise, other complaints, or product-specific characteristics and textile appearances (e.g. waviness, fold creases, stress whitening) which, according to the generally accepted rules of technology and the applicable guidelines issued by relevant trade associations, do not constitute defects.

Any claim under the warranty shall be forfeited if the products are not used in accordance with the operating instructions or if repairs or modifications to the product are not carried out by a qualified specialist company.

The warranty does not cover damage caused by force majeure, environmental or weather-related influences (e.g. hail, snow or frost) or extreme weather events (e.g. gusts of wind, heavy rain).

The same applies to chemical and electrochemical effects on the product resulting from water (e.g. filiform corrosion), abnormal environmental conditions (e.g. air containing salt or

chlorine), electromagnetic pollution ("electrosmog") or operating conditions unrelated to the product's intended use.

Warranty coverage is also excluded if the product has otherwise come into contact with unsuitable substances that have caused damage to the product, or if defects are attributable to transport damage for which CARAVITA is not responsible.

No warranty coverage is likewise provided if a defect is attributable to impermissible use or if products have been fitted with spare parts, supplementary parts or accessories that are not original parts.

The same applies where damage to the product is caused by severe soiling (e.g. due to inadequate protective covering) or improper storage.

The warranty does not cover intentional or negligent damage to the product caused by the consumer or third parties, nor wear and tear (e.g. scratches on metal or powder-coated components).

3. Making a Warranty Claim

To make a warranty claim, any product defect occurring during the warranty period must be notified to the CARAVITA contractual partner from whom the product was purchased without undue delay after it is discovered, together with all required information (detailed description of the defect, including photographic evidence).

The CARAVITA contractual partner is responsible for the initial assessment of the warranty claim on the basis of the generally accepted rules of technology applicable at the time the product was manufactured and the corresponding guidelines issued by relevant trade associations.

If the CARAVITA contractual partner has ceased business operations or, for other reasons, is permanently unavailable to the consumer, the warranty claim may be asserted directly against CARAVITA.

Whenever a warranty claim is made, CARAVITA will verify whether the conditions for warranty coverage are met.

If there are reasonable grounds to doubt compliance with these Warranty Terms and Conditions, CARAVITA is entitled to request appropriate evidence.

If an on-site inspection shows that no claim under the warranty exists, CARAVITA reserves the right to charge the costs incurred.

If neither the CARAVITA contractual partner nor the consumer could reasonably have recognised that the matter was not covered by the warranty, CARAVITA may refrain from charging such costs.

4. Scope of the Warranty

Under the warranty, defective parts will, at CARAVITA's option, be repaired or replaced free of charge by CARAVITA or a partner authorised by CARAVITA.

If rectification is not possible or is not technically reasonable,

CARAVITA will provide a replacement free of charge.

CARAVITA shall decide which form of remedy (repair or replacement) is provided.

Removed and replaced parts become the property of CARAVITA.

If, at the time of the warranty claim, a product or product component to be replaced or repaired is no longer manufactured, or is manufactured only with modifications (e.g. changes in appearance, material or technical specifications), CARAVITA is entitled to provide an equivalent product.

5. Accessibility of the Installation

The consumer must ensure that the product is accessible when making use of the warranty.

If, due to the actual conditions at the site, the product can only be reached using access equipment or can only be transported using lifting equipment, the consumer shall bear the costs thereof; such costs will not be borne or reimbursed by CARAVITA. The same applies to costs arising because access to the products entails additional expense for reasons for which CARAVITA is not responsible.

6. Other Provisions

Performance under the warranty neither extends the warranty period nor starts a new warranty period.

The warranty period for installed parts ends when the warranty period for the product as a whole expires.

The warranty period begins four weeks after delivery of the product to the CARAVITA contractual partner (date of the delivery note).

CARAVITA is entitled at any time to amend these Warranty Terms and Conditions and, in justified cases (e.g. misuse), to terminate the warranty for cause.

7. Further Claims

Any further or other claims, in particular claims for compensation for damage beyond damage to the product itself, are excluded unless liability is mandatory by law.

8. Final Provisions

These Warranty Terms and Conditions are governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to these Warranty Terms and Conditions.

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