



# WARRANTY AND SALE

## WARRANTY

**READ CAREFULLY** The warranty applies only to the original purchaser. Proof of purchase must be provided. This warranty is the only express warranty provided by Gaggio srl. No one has the authority to modify or add such obligations and responsibilities without the written approval of Gaggio srl.

Since 1960 Gaggio srl produces professional sunshades carefully selecting the materials and components to be included in the production cycle. Quality, durability, ease of use, aesthetic refinement and attention to detail are our distinctive characteristics. The packaging fabrics, the operating mechanisms and the quality of the bolts determine the success of a professional product. This is why we have been working for years with partners that produce high quality materials for the nautical sector. We follow specific quality control procedures and inspect each finished product to ensure the absence of manufacturing defects.

### DURATION OF THE WARRANTY

5  
YEARS  
WARRANTY

#### FABRICS (COLOUR SOLIDITY)

- BATCH-DYED fabric DESIGN line
- NAUTICAL RESINATE fabric DESIGN + PERFORMANCE line
- Fabric - HIGH TENACITY NAUTICAL RESINATE TECHNOLOGY line
- FIRE RETARDANT BATCH-DYED -TECHNOLOGY line

2  
YEARS  
WARRANTY

#### FABRICS (COLOUR SOLIDITY)

- PVC fabric
- Blackout PVC fabric

2  
YEARS  
WARRANTY

#### FRAME - MECHANICAL AND HYDRAULIC COMPONENTS

1  
YEAR  
WARRANTY

#### ELECTRICAL COMPONENTS AND ACCESSORIES

This warranty only covers manufacturing defects and the supply of spare parts, upon return of the same, at the headquarters of the manufacturer. Once the damage - malfunctioning has been examined, Gaggio srl at its sole discretion, will determine whether or not it is caused by defective material or by a manufacturing defect and therefore covered or not covered by warranty.

The cost of labour for the installation of spare parts, delivery costs and charges are always borne by the buyer. Should there be a real impossibility to send the goods to the manufacturing company, any on-site interventions will be agreed with Gaggio srl. The travel and labour cost are always borne by the buyer.

In the hypothesis of differences or defects, the obligations of Gaggio srl will be exhausted in the repair or in the replacement of the defective components. The buyer cannot claim any further rights such as cancellation of the contract, suspension of payment, reimbursement of expenses or any compensation for damages.

In the case of **fabric** rendered unusable by loss of colour or resistance caused by UV degradation, Gaggio srl will replace or repair said fabric. The cost of labour relating to the cutting and packaging of the fabric itself, transport and re-installation of the sunshade cover are not covered by warranty.

In the event of **structural** damage to the frame that affects its correct functioning, Gaggio srl will replace or repair said frame. In case of superficial damages to the frame due to contact with foreign objects, including possible types of scratches or abrasions caused by contact with the moving components of the frame during normal operation, these cannot benefit from the warranty coverage, as they are part of the normal deterioration of the product related to use.

## WARRANTY

### EXCLUSIONS AND CLARIFICATIONS ON THE WARRANTY

Damages to structures, fabrics and accessories caused by:

- Installation and fitting not complying with the instructions provided by the manufacturer in the installation and use manual are not included in the warranty
- Non-compliance with the safety rules in the installation and use manual
- Tampering with the product or use of non-original components
- Normal wear on mechanical components
- Electrical connections "if provided" not complying with the instructions in the installation and use manual
- Failure to comply with agreed payments
- Damage caused by strong wind conditions and adverse weather events
- Inappropriate use or poor maintenance of the product

#### In general Gaggio srl recommends:

- Not to proceed with the installation and use of the parasol without first reading the installation and use manual
- If the sunshade is not provided with the installation and use manual, submit a request for a copy to Gaggio srl
- Always have the installation performed by qualified personnel
- Close the parasol in case of strong wind or in case of adverse weather events
- Make sure that the sunshade is firmly attached to the base by means of the predisposed fixing screws
- Do not stay near the sunshade during the opening and closing phases
- Do not approach or directly point heat sources towards the cover canvas
- Close the parasol releasing the layers of fabric left inside the structure
- Always tie the sunshade with the special belt once it is closed, avoiding leaving layers of fabric and flounces fluttering in the wind
- Always put the protective cover when you store the sunshade or carry it
- During the opening and closing phases pay attention that the fabric does not get trapped in the frame and that it does not hit walls and other objects

**Mould:** Considering that this phenomenon is difficult to remove if it occurs, it is advisable to be fully aware of it. All the fabrics we use on sunshades such as acrylic, polyester and PVC are not (as opposed to cotton) materials suitable to be attacked directly by mould. The fungus called *Aspergillus* which is the cause of this spreads however on the dirt that inevitably settles on the fabrics during their use. This occurs above all in areas with a high degree of smog, with the appearance of acid rain, in the presence of plants with the fall of resins, and other vegetable substances, in particularly humid areas. Unfortunately, atmospheric pollution continues to increase, representing the most decisive cause for the proliferation of this fungus. The anti-mould chemical products have the task of poisoning the dirt settled avoiding or reducing the propagation of the fungus. To combat the phenomenon Gaggio srl uses **non-polluting, organic and degradable** technical fabrics with first quality anti-mould - anti-stain treatment. Mould cannot therefore be the object of dispute. However, there are important precautions in the sale and use of fabrics that if adopted avoid this unpleasant phenomenon:

- Constant cleaning of fabrics
- Drying them once they are wet before closing the parasol or, worse, putting the cover on it
- It is advisable to avoid the sale of light coloured fabrics in areas particularly "at risk" as indicated above (presence of plants, smog, humidity, etc.)
- Remember to ventilate the parasol fabrics during winter storage, paying particular attention to resin-coated fabrics

**Waterproofing:** Fabrics treated with waterproofing resins (so-called waterproof) do not constitute an absolute guarantee against rain. In fact, water can filter through the holes in the seams. The use by Gaggio srl of particular yarns, resins for stitching and special processing ( **WATER SAFE** system) considerably reduces the phenomenon but unfortunately does not eliminate it. The waterproofing treatment also shows a natural decay as time goes by

**Folds on fabrics:** slight wrinkles at the edges of the seams are inevitable. Backlit visible scratches caused by fabric processing are inevitable

**Resin:** the resinate nautical fabrics have a resin coating on the inner part which increases their water resistance. This treatment has the characteristic that the fabric on the coated side has a lighter and shinier colour (the resin in fact) than the outside. This feature is more evident on dark colours. The resin may also have slight non-homogeneous streaks in some areas

**Wrinkles of the flounces:** the application of Velcro, zips and others on the flounces of the parasols has the inevitable consequence of a slight wrinkle of the flounces caused by the different elasticity of the two materials that are sewn together

**PVC:** the choice of a PVC covering has the advantage of no seams and therefore the total waterproofing of the covering. It must be considered, however, that it can lead to extra heat on the area in contact with the material, especially if it is dark coloured. PVC also has a characteristic odour that may not be appreciated by the end user. If the parasol is high and

### WARRANTY

ventilated the phenomena are negligible. As it is not an absorbent material, it can in certain and rare circumstances have condensation

**Oxidation of metals:** most of our product components are made of aluminium and stainless steel. Any slight oxidation of the same can easily be removed with cleaning. The components and accessories in traditional steel ("iron") are always galvanised and powder-coated. Should the material be rubbed it will remain unprotected and therefore exposed to oxidation. If the installation of umbrellas is planned in a saline environment, it is recommended to discuss any details and particular materials to be adopted with Gaggio srl

### CONDITIONS OF SALE

The prices in this price list do not include VAT and are ex-our factory

The measures expressed in the price list are intended as general and can vary + - 3%

The colours of the products may vary by some shades compared to the samples

Catalogues and illustrations are not binding for the manufacturer and the colours shown in hard copy are purely indicative as the perception of colour in print undergoes significant changes with respect to the original colour. The choice of the colour of the sunshade must therefore be confirmed only and exclusively after viewing the physical colour catalogue

Gaggio srl reserves the right to make changes and improvements to its products at any time and without notice

Orders given to our agents and distributors and the offers issued by them are understood as approved by the manufacturer.

Orders and offers must always be confirmed in writing by Gaggio srl and are automatically accepted by the customer after 2 working days from sending. Possible changes to the orders can be evaluated and eventually accepted by Gaggio only in writing

Once the order is confirmed the customer declares to have checked the contract in its entirety and to approve it without reservation. It also declares that the goods ordered and indicated on this contract correspond to the model and to the wanted measures and that they fully satisfy its needs

Delivery terms are purely indicative. Any delays do not give the right to any compensation for damages, suspension of payment or cancellation of the order

The goods are delivered to the customer, carrier or courier in charge, at the headquarters of the manufacturer. As regards transport, it is at the risk of the customer, even if the transport is performed or entrusted to a carrier or shipper other than that indicated by the customer. Any different agreement must be in writing

Any returns on goods must be expressly authorised in writing by Gaggio srl

The terms and conditions of payment indicated in the order confirmation are mandatory

Late payment of an invoice will result in the application of default interest at the current ECB rate plus 7 points and of any other expenses

Non-payment of an invoice or single due authorises Gaggio srl to suspend any other orders in progress

Eventuali denunce di difetti o malfunzionamenti dovranno essere contestati a mezzo lettera raccomandata entro 8 gg dalla consegna o appena riscontrato il danno successivo all'installazione e comunque sono regolati dalla Garanzia allegata al presente documento che è l'unica garanzia espressa fornita da Gaggio srl. Nessuna persona ha l'autorità di modificare tale garanzia senza l'approvazione scritta dell'azienda produttrice

Measurements and products out of this price list must always be confirmed in writing by Gaggio indicating quotation and delivery times

Any reports of defects or malfunctions must be notified by registered letter within 8 days

from delivery or as soon as the damage is found after installation and are in any case governed by the Warranty attached to this document which is the only express warranty provided by Gaggio srl. Nobody has the authority to modify this warranty without the written approval of the manufacturer

It is specified that Gaggio srl is exempt from any violation of regulations, rules, failure to comply with authorisations or any dispute with local administrations or neighbourhoods that the installation of the goods produced by it may cause. It is always the responsibility of the retailer to make sure that these products can actually be sold to the user and installed. The company Gaggio is exempt from any liability for any damage that the installation or use of these assets could cause to the customer or to third parties