

GENERAL TERMS & CONDITIONS

Placing an order with California Umbrella constitutes an acceptance of the terms and conditions described below. Please read carefully.

ALL ORDERS

All orders:

To ensure that your order, replacement, or warranty replacement is processed without delay we require:

1. A written purchase order from an authorized buyer including the purchase order number, if applicable.
2. Ship date and specific shipping instructions.
3. Our item style number, frame color (if applicable), fabric number, type and color.
4. Quantity of each style
5. Customer's name
6. Billing and Shipping Addresses (if different).

Changes/cancellations:

Request for cancellations and/or changes of product must be received within five (5) business days after receipt of order, exception for cancellations due to out of stock item or item has been fulfilled. Orders that do not follow these guidelines will be charged a standard 30% restocking fee.

Other fees: Non-warranty repairs for fabric only are subject to a labor charge of \$20.00 per hour plus applicable parts, inbound and outbound freight charges apply. Replacement parts with discounted prices will be provided for non-warranty frames and parts plus inbound and outbound freight charges apply. \$10.00 drop ship fee will be added to each drop ship order. \$45.00 service charge will be assessed on any returned check.

LIMITED WARRANTY

* Please refer to our website for the most up-to-date warranty information.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.CALIFORNIAUMBRELLA.COM OR/AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.

WE WARRANT THAT DURING THE EXPRESS WARRANTY PERIOD, CERTAIN COMPONENTS OF THE FOLLOWING CALIFORNIA UMBRELLAS IDENTIFIED BY SERIES NAMES WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP:

SUN MASTER BAYSIDE	GOLDEN STATE VENTURE SIERRA	PACIFIC TRAIL TIMBERLINE	SUNSET GROVE	TAHOE ALLURE	PAGODA OCEANSIDE	CALI CASA
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WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

March Products, Inc., a California corporation doing business as California Umbrella located at address 4645 Troy Court, Jurupa Valley, California 92509 ("we") extend this limited warranty only to the end user consumer who originally purchased the Products ("you"). It does not extend to any subsequent owner or other transferee of the Products. This warranty does not apply to commercial use of Products designed for residential, non-commercial use.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship for individual components of the California Umbrellas identified by the series names, Sun Master, Golden State, Pacific Trail, Sunset, Tahoe, Pagoda, Cali, Casa and Bayside (the "Residential Product(s)"), and Venture, Sierra, Timberline, Grove Allure and Oceanside (the "Commercial Product(s)") (Residential Products and Commercial Products collectively shall be referred to as the "Product(s)") for the Warranty Periods defined below. The limited warranty affects the following components for each of the Products: Umbrella Frames, Fabric, and Bases.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the Product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as, wind, rain, accidents, abuse, acts of God, or other actions or events beyond our reasonable control. The California Umbrella is not designed to act as protection from wind or rain.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of purchase by the end user for the following periods:

Umbrella Frames: One (1) year, (if Residential Product is used for commercial use, ninety (90) days; (Fiberglass Ribs are warranted for Three (3) years);
Bases: Ninety (90) days (We also warrant that our bases will not corrode under usual climate conditions. Our bases are for consumer use only. We do not warrant the commercial use of our Residential Product bases.)

Fabric: (a) One (1) year for Olefin Fabrics, (b) Four (4) years for Pacifica Fabrics, and (c) Five (5) year for Sunbrella Fabrics.

In addition to warranting materials and workmanship, we warrant that these fabrics will withstand significant color fade and material rot under usual climate conditions.

"Significant color fade" means our fabrics are warranted to fade no more than twenty five percent (25%) from their original color during the warranty period as determined by industry testing standards.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Products during the applicable warranty period, we will, in our sole discretion, either: (a) repair or replace such defective component free of charge or (b) refund the purchase price of such Products. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call 909-622-4800 or email our Customer Service Department at service@californiaumbrella.com during the Warranty Period to obtain a Return Merchandise Authorization ("RMA") number. No warranty service will be provided without a RMA number. To request a RMA, you must provide us with the following information: (a) your name, address, telephone number, and email address, (b) a copy of your original purchase receipt, (c) a copy of the UPC printed on the packaging our Products are delivered in, (d) a description of the defect, (e) photographs of the defect and (f) if requested, the umbrella fabric.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCTS, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The Warranty Period is not extended if we repair or replace the Products. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

Non-Warranty Repairs:

Non-warranty repairs for fabric only are subject to a labor charge of Twenty Dollars (\$20.00) per hour plus applicable parts, inbound and outbound freight charges apply. Replacement parts with discounted prices will be provided for non-warranty frames and parts; plus inbound and outbound freight charges apply.

No warranty or returns will be granted without an approved RMA. Specifically excluded from this warranty are all failures caused by neglect or necessary care,; unreasonable use; unexpected acts of nature (hurricanes, tornadoes, tropical storms, and any damage caused by wind). Original owners are responsible for safe storage of their Umbrellas at all times, especially when the climate reaches unsafe conditions. This warranty does not provide coverage of reimbursement for loss or use, time inconvenience, or any other possible costs associated with the use of a defective or damaged item.

TERMS OF SALE

These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by California Umbrella to Buyer. All web based orders for product are limited for commercial sales and California Umbrella will not accept consumer orders.

The "**Sales Confirmation**" (as described below) and these terms and conditions of sale (these "**Terms**") (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

Placing orders:

In order to place an order with March Products, Inc., a California corporation doing business as California Umbrella, ("California Umbrella"), you must be an authorized registered California Umbrella partner with a valid seller's permit. In order to register as an authorized partner, you must complete the registration forms and provide the requested documentation. Once you are a registered and authorized partner, you will be assigned a customer number, payment, and credit terms. You will also be assigned and have access to your own customer file showing general payment and delivery terms as well as product pricing, discounts, promotions and order history. If you create a customer profile on our website, you will be asked to create your own password and login identity to access your customer file.

Once you are a registered and authorized California Umbrella partner, you will be able to place product orders. All purchase orders must be accepted and confirmed by California Umbrella before your order is valid. A Sales Order Confirmation will be sent to you via email to a valid email address you provide us.

Changes/Cancellations

Request for cancellations and/or changes of ordered products must be received within five (5) business days after receipt of the applicable Sales Order Confirmation, except for ordered product already shipped and for cancellations due to out of stock items. Following the issuance of a Sales Order Confirmation, orders may be cancelled or changed only

at the express discretion of California Umbrella. Cancellations or changes that do not follow these guidelines will be charged a Standard thirty percent (30%) of the listed pricing of the ordered product for re-stocking fees.
Delivery.

The Goods will be delivered within a reasonable time after the issuance of and pursuant to the Sales Confirmation Order, subject to availability of finished product. California Umbrella shall not be liable for any delays, loss or damage in transit.

Unless otherwise agreed in writing by the parties, California Umbrella shall deliver the product pursuant to the instruction found in the Sales Confirmation (the "Delivery Point") using California Umbrella's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 21 days of California Umbrella's written notice that the products have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

California Umbrella may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to California Umbrella's notice that the Goods have been delivered at the Delivery Point, or if California Umbrella is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate reception personnel and equipment, or instructions, documents, licenses or authorizations then: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) California Umbrella, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

California Umbrella will act to arrange for shipping services at the request of a customer, however, the customer is responsible for all charges, risks, and liabilities associated with using a third party freight carrier to take delivery of such orders; all such scheduled shipments will be at California Umbrella's convenience. Once the Goods have been received by the freight carrier, delivery to Buyer will be considered complete. Tracking information will be supplied to Buyer only after delivery has been taken and upon request only. Items that arrive damaged by the freight provided are not covered under California Umbrella's warranty.

California Umbrella reserves the right to hold or cancel any order at its discretion without any penalty or damages due. Express service for Fifty (50) pieces or more may be available, please contact California Umbrella for details and additional terms. Due to the custom nature and limited quantities of items offered, California Umbrella may not be able to complete an order. In such an event, the balance of the order will be placed on back order, and it will be ready for delivery at a subsequent time or times. There will be no restocking fee for items cancelled from an order that has been back ordered.

Shipping Terms

Delivery shall be made FOB location and shipping method to be determined by Buyer pursuant to the Sales Confirmation, California Umbrella shall make delivery only in accordance with the terms on the face of the Sales Confirmation, unless subsequent instructions have been received and agreed to. If California Umbrella ships products to Buyer at Buyer's place of business, Buyer shall be charged the shipping costs and an additional handling fee. If delivery is made to a location other than Buyer's location, an additional Ten Dollars (\$10.00) will be charged.

Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to California Umbrella a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the California Uniform Commercial Code.

Inspection and Rejection of Nonconforming Goods.

Buyer shall inspect the Goods fifteen (15) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies California Umbrella in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by California Umbrella. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Sales Confirmation Order; or (ii) product's label or packaging incorrectly identifies its contents.

If Buyer timely notifies California Umbrella of any Nonconforming Goods, California Umbrella shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If California Umbrella exercises its option to replace Nonconforming Goods, Buyer shall ship, at California Umbrella's expense, the Nonconforming Goods to California Umbrella's facility located at _____. California Umbrella shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at California Umbrella's expense and risk of loss, the replaced Goods to Buyer's place of business.

Buyer acknowledges and agrees that the remedies set forth herein are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided hereunder, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to California Umbrella. Items that arrive damaged by the freight carrier are not California Umbrella's responsibility.

Price.

California Umbrella's prices for the Goods (the "Price") shall be listed on California Umbrella's annual price list made available to Buyer upon Buyer's request. California Umbrella retains the right to amend its price list at any time, from time to time. Please check with a California Umbrella representative for current pricing.

All Prices are exclusive of all sales, use and excise taxes, duties and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

Credit and Payment Terms.

California Umbrella will generate and issue an invoice to Buyer concurrently with the delivery of Goods. Buyer shall pay all invoiced amounts due to California Umbrella pursuant to the terms described on the Sales Confirmation Order. Buyer shall make all payments hereunder by [wire transfer/check/credit card] and in US dollars. Other terms may be applicable and will be indicated on the Sales Order Confirmation and invoice. Credit terms do not apply to container orders. All orders are subject to credit approval and acceptance. The company reserves the right to increase, reduce or withdraw open account privileges and credit limits at its sole discretion without prior notification.

Buyer shall pay interest on all late payments at the lesser of the rate of [2%] per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse California Umbrella for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which California Umbrella does not waive by the exercise of any rights hereunder), California Umbrella shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with California Umbrella, whether relating to California Umbrella's breach, bankruptcy or otherwise.

A Forty Five Dollar (\$45.00) service charge will be assessed on any returned check.

A Three Percent (3%) charge can be added to all credit card transactions.

Lead Times:

Lead times are specific to the items ordered and will vary greatly based on the time of year, the quantity ordered, and specific items ordered. The general In-season lead time on all standard product orders confirmed between March 15th and August 30th is ready, F.O.B. Pomona, California, within twenty (20) business days of the delivery of Sales Order Confirmation. This lead time is subject to change based on the specific details of the order. Out of Season orders have a general lead time, F.O.B. Pomona, California, within 15 business days of the delivery of the Sales Order Confirmation. This lead time is subject to change based on the specific details of the order. The foregoing lead times are for general reference purposes only, and, unless expressly agreed otherwise, California Umbrella will not be liable for delays in delivery.

NO IMPLIED WARRANTY

CALIFORNIA UMBRELLA MAKES NO IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND WHETHER IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Limitation of Liability

IN NO EVENT SHALL CALIFORNIA UMBRELLA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CALIFORNIA UMBRELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL CALIFORNIA UMBRELLA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CALIFORNIA UMBRELLA FOR THE GOODS SOLD HEREUNDER.

Confidential Information

All non-public, confidential or proprietary information of California Umbrella, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by California Umbrella to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by California Umbrella in writing. Upon California Umbrella's request, Buyer shall promptly return all documents and other materials received from California Umbrella. California Umbrella shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (a) in the public domain, (b) known to Buyer at the time of disclosure, or (c) rightfully obtained by Buyer on a non-confidential basis from a third party not under a duty to keep such information confidential.

Force Majeure

The California Umbrella shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of California Umbrella including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of California Umbrella. Any purported assignment or delegation in violation of this agreement is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

Governing Law

All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

Submission to Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Riverside and County of Riverside, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, email, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.