

As a condition of doing business with Frankford Umbrellas, all persons involved in the commercial purchase, sale, or resale of Frankford products shall be bound by the following terms and conditions.

#### **DISTRIBUTION**

Frankford reserves the right to respond to geographic and individual market and competitive situations by applying different policies to its various Dealers. Frankford also reserves the right to rescind or modify, in its sole and absolute discretion, any existing or future sales program or policy or credit terms (if any) extended to a Dealer. In addition, Frankford may terminate any authorized Dealer, for any reason or no reason, in its sole and absolute discretion and without notice.

#### **ERRORS**

There may be errors in the prices, descriptions, or images of certain merchandise in our catalog or sales material. Frankford reserves the right to restrict orders of those items.

#### **LIABILITY**

In no event will Frankford be liable to the Dealer for any lost profits, lost savings, or any consequential, incidental, or special damages arising out of or in connection with the parties' relationship, even if Frankford has been put on notice of the possibility of such damages. Without limitation to the foregoing, under no circumstances will Frankford be liable to the Dealer for punitive damages.

**DISCLAIMER:** Frankford reserves the right to alter or modify designs, product styles, or product specifications and discontinue frames and fabrics to the entire range of manufactured and distributed products without prior notice.

#### **WIND DAMAGE**

Wind ratings do not form part of, nor fall under, any Frankford Umbrellas warranties. Wind ratings are intended as a guide to the relative strength of the umbrellas only and tested at their optimal positions. Umbrellas with any degree of tilt added should not follow any wind ratings ([see page 55 of catalog](#)). Wind can be extremely variable, depending on the surroundings, elevation, angle of gusts, etc. In any high-wind or sudden extreme weather conditions, all umbrellas should be closed and secured immediately regardless of size, weight or base weight, and should never be left unattended in the open position. This will reduce the risk of damage to your umbrella, furniture, and property. Frankford Umbrellas' **2021-22 MSPR** and **CATALOG** contain minimum recommendations for necessary weight; however this can vary, depending on conditions.

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## 10-YR WARRANTY

Frankford offers 9 oz. marine-grade solution dyed acrylic fabric from several mills, including Sunbrella®, Outdura, and Recasens®. All marine-grade acrylic fabrics we use carry a warranty of 10 years from the original date of purchase. All upholstery-grade fabrics we use carry a warranty of 5 years from the original date of purchase. The warranty protects against the loss of characteristics, rot, mildew, and colorfastness typical in normal atmospheric conditions. The product must be properly installed, maintained, and under normal use and environment. This warranty does not cover damage caused by contact with foreign objects, abuse, negligence, vandalism, burns of any kind, improper cleaning techniques, normal wear, perforations, weather soiling, environmental pollution stains, natural disasters, or acts of nature. Damage caused by the storage method or location used by clients is not covered.

## DISCLAIMER

When opening and closing the umbrella, the user must be sure all fabric is pulled away from the ribs to prevent unnecessary rubbing of the fabric against the frame or hardware. This could result in premature wearing or holes in the fabric. Damage of this nature is not covered under warranty. To ensure our product's longevity, we recommend closing your umbrella and securing it with a tie band in high winds. In addition, be sure the fabric is pulled away from the ribs as outlined above. High winds will cause the umbrella fabric to rub together, causing friction, which can result in premature thinning of the fabric, discoloration, and possible pin holes over extended use. We strongly suggest the use of a protective cover or safely storing the umbrella until the winds and harsh weather subside. Damage of this nature is not covered under warranty. The warranty, if applicable, does not cover labor, frames, systems, and installation supplied by the Dealer or reseller. Replacement fabric canopy is covered for the time remaining in the original warranty and does not activate a new 10-year or 5-year warranty.

## 5-YEAR WARRANTY

Frankford warrants the crank and auto tilt mechanisms in the **MONTEREY** for a period of 5 years from the original date of purchase. This warranty includes manufacturer defects of crank handles, crank axles, auto tilts, push button tilts, and para-cord. Frankford warrants the frame structure of the **ECLIPSE®, AURORA, NOVA, G-SERIES, GREENWICH, MONTEREY, CATALINA,** and **AVALON** for a period of 5 years from the original date of purchase. This warranty includes manufacturer defects to the notch, runner, center pole, and skeleton structure. This warranty does not include damages sustained to these umbrellas while in any degree of tilt.

## 3-YEAR FINISH WARRANTY

Frankford warrants all powder coat finishes on aluminum masts in **ECLIPSE®, AURORA, NOVA G-SERIES, GREENWICH, MONTEREY, CATALINA,** and **LAUREL** for a period of 3 years from the original date of purchase. This warranty includes chipping, peeling, flaking, bubbling, and fading of the powder coat finish on the aluminum masts only.

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## **1-YEAR WARRANTY**

Frankford warrants the frame structure of the **LAUREL, EMERALD COAST, OAKWOOD BEACH CHAIR, SHADESTAR, LIFEGUARD, and BEACH CABANA** for a period of 1 year from the original date of purchase. This warranty includes manufacturer defects to the notch, runner, center pole, and skeleton structure. Frankford warrants all **UMBRELLA BASES** for a period of 1 year from the original date of purchase.

**DISCLAIMER:** This warranty covers manufacturing defects only. It does not cover breakage due to contact with foreign objects, chipping of the finishes, crumbling of concrete, or any damage associated with transporting the base.

## **3-YEAR PARTS REPLACEMENT PROGRAM**

In the event of damage that is not warrantable occurring to an umbrella from the **MONTEREY** collection, Frankford offers a free fiberglass rib replacement program for 3 years from the original date of purchase. Shipping charges are not included in this program.

## **GALVANIZED G-PLATE BASE DISCLAIMER**

Galvanized steel will show unavoidable imperfections due to the finishing process and therefore must be accepted in the condition in which it is received.

## **RUST DISCLAIMER**

Rust is a natural part of the aging process for all steel and iron-based materials, therefore it is not considered a defect and is not covered under any Frankford Umbrellas warranties. Steel bases and mounts are designed to require minimum maintenance and should be kept clean and well maintained.

## **SEASIDE AND INDOOR/OUTDOOR POOL USE**

Seaside and indoor/outdoor pool use, salt, and chlorides can accumulate on the powder coat finishes and on raw material finishes such as Matte Silver (MS Umbrella specific) and Polished Silver Anodized (SR), leading to premature finish failure. Failure or neglect to make needed cleanings on powder coat finishes may cause paint to blister, flake, or bubble, and such failure will void the limited warranty. Failure to maintain umbrella and base finishes may cause aluminum and metals to pit, oxidize or corrode. Such failure will void all warranties.

## **GENERAL DISCLAIMER**

Frankford Umbrellas warranties do not cover damage to any umbrellas or umbrella bases related to extreme weather, abuse, misuse, or any damage that occurs as a result of contact with the ground or any other foreign object due to sudden and severe weather events or other extreme acts of nature.

Frankford Umbrellas warranties are only applicable to products that are properly secured to Frankford bases or anchoring systems equal to or greater than recommended by Frankford. Failure to properly secure Frankford umbrellas to Frankford bases equal to or greater than recommended will void all warranties.

If warrantable damage occurs, Frankford will refinish, replace, or repair any item in this category at its own discretion.