

Ecotent® Guarantee

Guarantee Terms for Ecotent® Folding Gazebos and Their Components

Commercial Guarantee Provider

Zingerle Group S.p.A.

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1. Scope

This document sets out the commercial guarantees provided by Zingerle Group S.p.A. for Ecotent® folding gazebos and their components, in accordance with the terms specified in the following sections.

The commercial guarantees set out in this document are provided in addition to the consumer's statutory rights relating to faulty or non-conforming goods, where applicable. They do not limit, exclude, modify or replace any mandatory rights available to consumers under applicable law.

The guarantees apply exclusively to the components, defects and conditions expressly specified in this document.

2. Statutory rights

For sales to consumers, the statutory rights relating to faulty or non-conforming goods remain applicable in accordance with the relevant legislation.

Within the European Union, applicable legislation provides, in particular, for a minimum two-year period during which the seller is liable for a lack of conformity of the goods, without prejudice to any longer periods, additional rights or more favourable provisions under applicable national law.

In the event of a lack of conformity, consumers may exercise the remedies provided by law. Depending on the applicable legal requirements, these may include bringing the goods into conformity through repair or replacement, a proportionate reduction in price or termination of the contract.

Statutory rights relating to a lack of conformity are exercised against the party responsible under the applicable legislation.

Zingerle Group S.p.A. provides a 5-year commercial guarantee for the structural components of Ecotent® folding gazebos listed in section 4. The guarantee period begins on the date of delivery of the product.

The guarantee covers defects in the covered components that become apparent during the guarantee period and meet the conditions set out in this document.

The guarantee applies exclusively to defects affecting the components expressly covered. It does not constitute a general guarantee concerning the service life, resistance, stability or performance of the entire product for a period of five years.

Components expressly excluded from this document are not covered by the 5-year commercial guarantee.

4. Structural components covered by the 5-year commercial guarantee

- aluminium profiles;
- joints and connecting elements;
- feet and base plates;
- opening and folding mechanisms;
- paintwork and surface finish, insofar as the issue is attributable to a product defect;
- other structural components of the gazebo, unless expressly excluded from the relevant guarantees set out in this document.

The guarantee applies exclusively to the components listed above and subject to the conditions set out in this document.

5. Roof and textiles

The roof and textiles of Ecotent® folding gazebos are not covered by the 5-year commercial guarantee set out in this document.

Where applicable, statutory rights relating to a lack of conformity remain applicable to these components under the relevant legislation.

For sales subject to European Union law, the rights and time limits applicable in the country of sale shall apply, without prejudice to any longer periods or more favourable provisions under applicable national law.

Mandatory consumer rights remain unaffected in all cases.

6. Lifetime guarantee against corrosion

Ecotent® provides a lifetime commercial guarantee against corrosion of the

For the purposes of this guarantee, “lifetime” means the entire useful life of the product, i.e. the period during which the product can normally be used for the purpose for which it was designed, in accordance with the instructions for use provided by Ecotent®.

The lifetime guarantee against corrosion is additional to the statutory rights relating to a lack of conformity and to the 5-year commercial guarantee for the structure set out in section 3.

The guarantee does not apply where the corrosion is attributable to special or exceptional conditions of use that do not correspond to the normal conditions of use of the product.

This includes, for example, frequent or continuous use of the folding gazebo in environments with high exposure to sea air or highly saline atmospheres.

Zingerle Group S.p.A. will assess whether the conditions for applying the guarantee are met on the basis of the specific circumstances of the case, the conditions of use of the product and the nature of the corrosion identified.

Where the corrosion is covered by this guarantee, Zingerle Group S.p.A. will, within the limits permitted by applicable law, repair or replace the affected component.

The lifetime guarantee against corrosion applies exclusively to corrosion covered by this section and does not extend to other defects, damage or forms of wear or deterioration.

The lifetime guarantee against corrosion does not alter the duration or conditions of any other commercial guarantees set out in this document.

The lifetime guarantee against corrosion does not limit or replace any mandatory consumer rights under statutory law.

7. Availability of spare parts for 15 years

Ecotent® guarantees the availability of spare parts for its folding gazebos for a period of at least 15 years from the date of purchase of the product.

This commitment covers spare parts required for the maintenance and repair of the product and also applies if Ecotent® modifies, updates or replaces the model or structure of the product during this period.

Spare parts are supplied at an additional cost and are not included free of charge under the commercial guarantees set out in this document, unless their free provision is required under an applicable guarantee or by law.

If the original spare part is no longer available, Ecotent® may provide a compatible or technically suitable replacement component that performs the

document.

This guarantee of spare-parts availability does not guarantee the availability of the same original component where it has been replaced by an updated or technically modified version.

8. Exclusions from the commercial guarantees

To the extent permitted by law, the commercial guarantees set out in this document do not cover:

- normal wear and tear;
- damage caused by use contrary to the intended purpose or the instructions for use;
- damage caused by incorrect assembly, disassembly, transport, handling or storage;
- damage resulting from repairs, modifications, alterations or other interventions by unauthorised persons, where such intervention caused or contributed to the damage;
- damage caused by use outside the intended purpose or contrary to the stated product characteristics;
- damage caused by accidents, natural events or exceptional weather or environmental conditions, where these caused or contributed to the damage;
- in relation to the corrosion guarantee, corrosion resulting from the special or exceptional conditions of use referred to in section 6;
- scratches, abrasions, colour changes or other cosmetic deterioration resulting from normal use, weather exposure, ageing or external factors, where these do not constitute a product defect;
- components not expressly covered by the relevant guarantee.

These exclusions apply solely to the commercial guarantees and do not limit mandatory statutory consumer rights.

9. Conditions for making a guarantee claim

The commercial guarantees are conditional upon the product having been used, assembled, disassembled, transported, stored and maintained in accordance with the Ecotent® instructions for use.

Zingerle Group S.p.A. may request reasonable information and documentation necessary to assess a guarantee claim. This may include information about the product, purchase or delivery date, use, assembly, transport and storage, as well as a description of the issue identified. Depending on the circumstances, photographs, videos or other reasonably necessary documentation may be requested.

Requesting such information or documentation does not limit the customer's

the official Ecotent® contact channels.

For the claim to be processed, the following may be requested in particular:

- order confirmation or other proof of purchase;
- a description of the issue identified;
- photographs or videos;
- information about the product;
- information about the conditions of use;
- any other information or documentation reasonably required to assess the specific case.

Requesting documentation does not constitute acceptance or rejection of the guarantee claim.

11. Handling guarantee claims

Where it is established that an issue is covered by an applicable guarantee, Zingerle Group S.p.A. will, depending on the nature of the defect and within the limits of applicable law, repair or replace the affected component.

To the extent permitted by law, Zingerle Group S.p.A. shall determine whether repair or replacement is appropriate.

If the original component is no longer available, a new functionally equivalent or technically suitable replacement component may be used, including an updated version.

Repair or replacement does not restart or extend the original guarantee period unless otherwise required by law.

Details concerning returns, shipping, repair or replacement will be communicated on a case-by-case basis and handled in accordance with applicable law.

Statutory consumer rights remain unaffected.

12. Business customers

Statutory consumer rights relating to a lack of conformity apply only where the legal requirements for consumer protection are met.

All Ecotent® commercial guarantees set out in this document also apply to businesses, companies and other customers purchasing the product for professional or commercial purposes, unless specific contractual terms have been agreed.

For matters not expressly covered by this document, the relevant contractual agreements and applicable law shall apply.

The commercial guarantees are additional to statutory rights relating to a lack of conformity and do not affect them.

If any provision of this document conflicts with a mandatory statutory provision, the mandatory statutory provision shall prevail.

14. Advertising and product communications

The guarantees described in this document are binding on Zingerle Group S.p.A. in accordance with the terms set out herein.

In accordance with applicable law, more favourable conditions stated in advertising or other commercial communications made available before the contract is concluded may also be binding.

Ecotent® product and guarantee communications are therefore consistent with the guarantee conditions set out in this document, unless applicable law provides otherwise.

15. Final provisions

The guarantees set out in this document apply to Ecotent® products subject to the conditions specified herein.

They do not exclude any additional statutory rights, claims or protections available to the customer under applicable law.

The applicable law and the relevant terms and conditions of sale shall govern the respective rights and the resolution of disputes, subject to any mandatory statutory consumer rights.

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