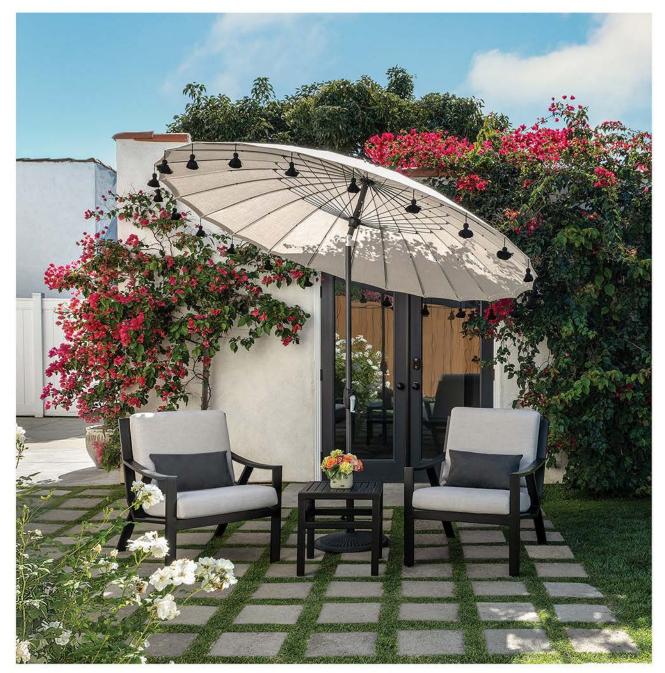


## CANTILEVERS | SPECIALTY | MARKET | ACCESSORIES



www.simplyshade.com

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## SSAG25R | 11.5' Octagon Cantilever

## Specifications:

Size	11.5'
Ribs	8
Shape	Octagon
Pole Diameter	2.56" x 3.54"
Vents	DWV
Lift	Crank
Tilt	Front to Back, Left to Right
	Infinite Tilt

## Features:

- Powder Coated Aluminum
- Convenient foot pedal to easily rotate canopy
- A full 360° rotation
- Built-in Light Adapter to fit the Selene, Vega, and Luna
- Includes Protective Cover
- Compatible with Bacara Base & Mount Kits (each sold separately)

Ships by Truck	ck 🗳	Truck	by	Ships
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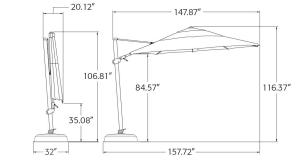
GRADE	FABRIC	MSRP	МАР
А	sinbrella	-	-
D	Solefin	-	-

## Dimensions:

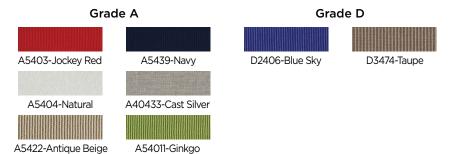




## Available Fabric:



### For 00D-Bronze



# **Bali Pro**



## SSAD45SL-10SQ | 10' Square Cantilever with Lights

## Specifications:

Size	10'
Ribs	8
Shape	Square
Pole Diameter	3.25" x 2.375"
Vents	SWV
Lift	Crank
Tilt	Front to Back
	4-Tilt Positions

### Features:

- Powder Coated Aluminum
- Convenient foot pedal to easily rotate canopy
- A full 360° rotation
- Built-in Light Adapter to fit the Selene, Vega, and Luna

## Starlight System:

- LED lights built in ribs
- 50,000 lifetime hours
- 12 Volts UL/CE approved digital indoor/ outdoor tranformer with 33' cord
- All wires and circuit boards are concealed in weatherproof compartment
- Water resistant UL outdoor approved wiring

## **Cross Bar Stand:**

- Compatible with Bacara Base & Mount Kits (each sold separately)
- Compatible with pavers (not included)
- Cross Bar Stand accomodates up to 20"x20" pavers

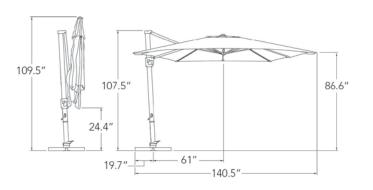
### Available Finish:





GRADE	FABRIC	MSRP	МАР
А	subrella	-	-
D	Solefin	-	-

## **Dimensions:**



Grade D

D3474-Taupe

D2406-Blue Sky

## For 00-Bronze

Grade A		
A5403-Jockey Red	A5439-Navy	
A5404-Natural	A40433-Cast Silver	
A5422-Antique Beige	A54011-Ginkgo	



## SSAD45-10SQ | 10' Square Cantilever

## Specifications:

Size	10'
Ribs	8
Shape	Square
Pole Diameter	3.25" x 2.375"
Vents	SWV
Lift	Crank
Tilt	Front to Back
	4-Tilt Positions

## Features:

- Powder Coated Aluminum
- Convenient foot pedal to easily rotate canopy
- A full 360° rotation
- Built-in Light Adapter to fit the Selene, Vega, and Luna

## Cross Bar Stand:

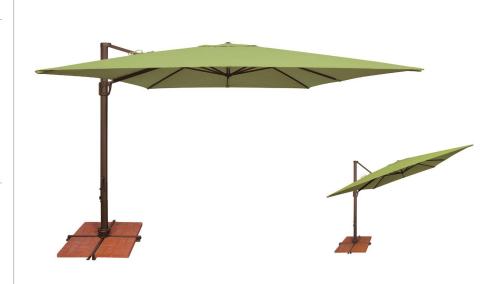
Available Finish:

SSAD45-10SQ00

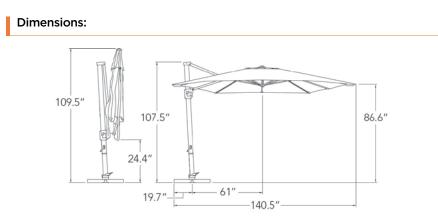
Bronze

Available Fabric:

- Compatible with Bacara Base & Mount Kits (each sold separately)
- Compatible with pavers (not included)
- Cross Bar Stand accomodates up to 20"x20" pavers



GRADE	FABRIC	MSRP	МАР
А	sinbrella	-	-
D	Solefin	-	-



## For 00-Bronze



# Skye



## SSAG5A-86SQ | 8.6' Square Cantilever

## Specifications:

Size	8.6'
Ribs	8
Shape	Square
Pole Diameter	2.5"
Vents	SWV
Lift	Crank
Tilt	Front to Back
	Infinite Tilt

## Features:

- Powder Coated Aluminum
- Convenient foot pedal to easily rotate canopy
- A full 360° rotation
- Large knob allows for infinite tilt
- Built-in Light Adapter to fit the Selene, Vega, and Luna

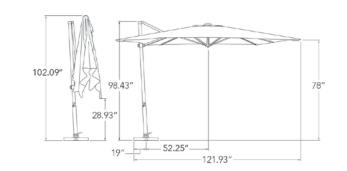
## Cross Bar Stand:

- Compatible with Bermuda (sold separately)
- Compatible with pavers (not included)
- Cross Bar Stand accomodates up to
   18"x18" pavers



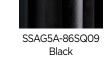
GRADE	FABRIC	MSRP	МАР
А	sinbrella	-	-
D	Solefin	-	-

## Dimensions:



## Available Finish:

SSAG5A-86SQ00 Bronze

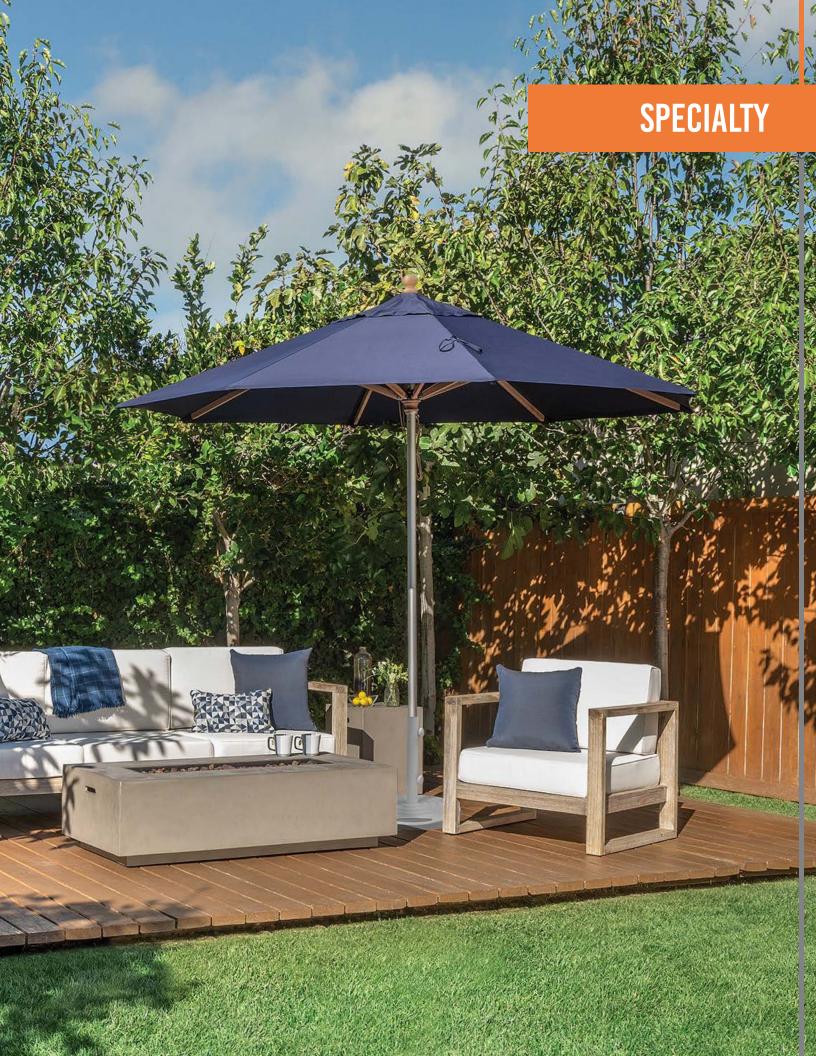


## Available Fabric:









## Isabela



## SSUSC451 | 8.5' Round Auto Tilt Umbrella

## Specifications:

Size	8.5'
Ribs	24 (Steel)
Shape	Round
Pole Diameter	1.5"
Vents	No Vent
Lift	Crank
Tilt	Auto Tilt

## Features:

- Powder Coated Aluminum
- Infinite tilt up to 45°
- Two piece pole
- Fabric wrapped finial in A5408 Black
- Sunbrella Black Tassels

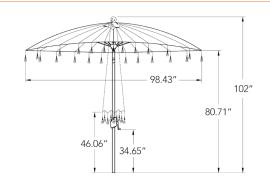
#### Notes:

Recommended minimum of 50 lbs. base for this style.



GRADE	FABRIC	MSRP	MAP
Α	sinbrella	-	-

## Dimensions:



## Available Finish:



Available Fabric:

## For 09-Black





## Ibiza



## SSUWA811 | 11' Wood/Aluminum Umbrella

## Specifications:

Size	11'
Ribs	8 (Hardwood)
Shape	Octagon
Pole Diameter	1.89" (Silver Anodized)
Vents	SWV
Lift	Double Pulley
Tilt	No Tilt

### Features:

- Anodized Aluminum Pole
- Our Hardwood umbrella ribs are crafted of FSC<sup>\*</sup> - certified from well-managed forests. Our wood products are distinguished by any of the following characteristics: Organic, Recycled, Reclaimed or Sustainable.



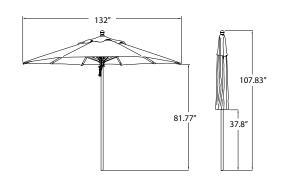
### Notes:

Recommended minimum of 100 lbs. base for this style.



GRADE	FABRIC	MSRP	МАР
Α	sinbrella	-	-
D	Solefin	-	-

## Dimensions:



Available Finish:



## Available Fabric:

### For SS-Silver Shadow



A5422-Antique Beige

## Amelia



## SSUA459 | 9' x 4.76' Half Umbrella

## Specifications:

Size	9' x 4.76'
Ribs	5
Shape	Half Octagon
Pole Diameter	1.89" Top / 1.69" Bottom
Lift	Push Up
Tilt	Front to Back
	Infinite Tilt

### Features:

- Powder Coated Aluminum
- Great for Small Areas
- Compatible with Marco Base (sold separately)

#### Notes:

Recommended minimum of 50 lbs. base for this style.



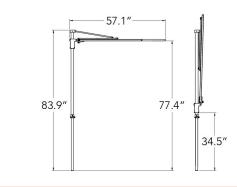
GRADE	FABRIC	MSRP	ΜΑΡ
Ρ	Polyester	-	-

## Dimensions:



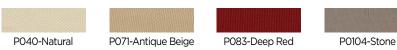


## Available Fabric:



### For 9-Black

### Grade P



## Capri



#### SSBU-5X7RT 4.95 x 6.93' Rectangle Balcony Umbrella

## Specifications:

Size	4.95' x 6.93'
Ribs	5
Shape	Rectangle
Pole Diameter	1.26"
Lift	Manual
Tilt	Front to Back, Left to Right
	Infinite Tilt

### Features:

- Aluminum Frame
- Tilts in All Directions
- Adjustable Height
- Great umbrella for small areas
- Contemporary Look

Available Finish:

SSBU-5X7RT5T Platinum

Available Fabric:

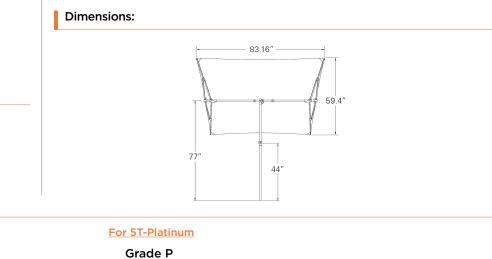
- Includes Protective Cover
- Includes reducer to accommodate a 1.5" ID base stem



GRADE	FABRIC	MSRP	ΜΑΡ
Р	Polyester	-	-

#### Notes:

Recommended minimum of 50 lbs. base for this style.





# Tahiti



## SSUB865KIT | 6.5' Beach Umbrella

## Specifications:

Size	6.5'
Ribs	8 (Fiberglass)
Shape	Octagon
Pole Diameter	1.37" Top / 1.56" Bottom
Vents	SWV
Lift	Manual
Tilt	Manual

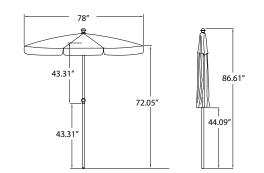
## Features:

- Aluminum Frame
- Includes Carry Bag
- Includes Sand Anchor
- Anchor Powder Coated Galvanized Steel



GRADE	FABRIC	MSRP	МАР
Р	Polyester	-	-

## Dimensions:



Available Finish:

SSUB865KIT White

## Available Fabric:

For White







## Lanai Pro



## SSUM81SL-11 | 11' Octagon Auto Tilt Umbrella w/ Starlights

## Specifications:

Size	11'
Ribs	8 (Starlight)
Shape	Octagon
Pole Diameter	1.5"
Vents	SWV
Lift	Crank
Tilt	Auto Tilt

## Features:

- Powder Coated Aluminum
- Infinite Tilt up to 45°
- 100% Kevlar Mesh Cord
- Two piece pole
- High quality residential umbrella

## Starlight System:

- LED lights built in ribs
- 50,000 lifetime hours
- 12 Volts UL/CE approved digital indoor/ outdoor transformer with 32' cord
- All wires and circuit boards are concealed in weatherproof compartment
- Water resistant UL outdoor approved wiring

### Notes:

Recommended minimum of 80 lbs. base for this style.

## Available Finish:

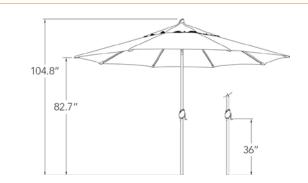


## Available Fabric:

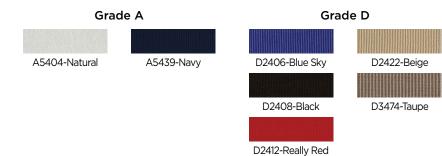


GRADE	FABRIC	MSRP	МАР
А	sinbrella	-	-
D	Solefin	-	-





## For 00-Bronze



## Aruba



## SSUM91-09 | 9' Octagon Auto Tilt Umbrella

## Specifications:

Size	9'
Ribs	8
Shape	Octagon
Pole Diameter	1.38" Top / 1.5" Bottom
Vents	SWV
Lift	Crank
Tilt	Auto Tilt

## Features:

- Powder Coated Aluminum
- Two piece pole
- Infinite Tilt up to 45°

Available Finish:

SSUM91-0900 Bronze

Available Fabric:

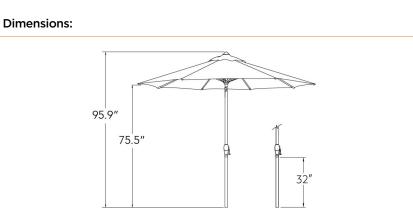
- 100% Kevlar Mesh Cord
- High quality residential umbrella



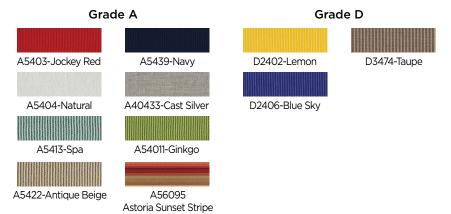
GRADE	FABRIC	MSRP	МАР
А	subrella	-	-
D	Solefin	-	-

### Notes:

Recommended minimum of 50 lbs. base for this style.



### For 00-Bronze





## SSUM92-11 | 11' Octagon Push Button Umbrella

## Specifications:

Size	11'
Ribs	8
Shape	Octagon
Pole Diameter	1.38" Top / 1.5" Bottom
Vents	SWV
Lift	Crank
Tilt	Push Button
	2 Way Tilt

## Features:

- Powder Coated Aluminum
- Two piece pole
- High quality residential umbrella

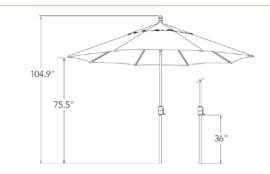
#### Notes:

Recommended minimum of 80 lbs. base for this style.



GRADE	FABRIC	MSRP	МАР
Α	subrella	-	-
D	Solefin	-	-

## Dimensions:



## Available Finish:



## Available Fabric:

#### For 00-Bronze & 09-Black







## For 09-Black Only





## SSUM92-09 | 9' Octagon Push Button Umbrella

## Specifications:

Size	9'
Ribs	8
Shape	Octagon
Pole Diameter	1.38" Top / 1.5" Bottom
Vents	SWV
Lift	Crank
Tilt	Push Button
	2 Way Tilt

## Features:

- Powder Coated Aluminum
- Two piece pole
- High quality residential umbrella

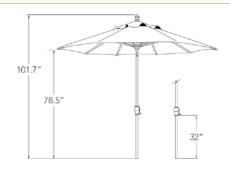
#### Notes:

Recommended minimum of 50 lbs. base for this style.



GRADE	FABRIC	MSRP	МАР
А	subrella	-	-
D	Solefin	-	-

## Dimensions:



## Available Finish:



## Available Fabric:

### For 00-Bronze & 09-Black



#### For 00-Bronze Only



### For 09-Black Only



A5439-Navy



## SSUM92-75 | 7.5' Octagon Push Button Umbrella

## Specifications:

Size	7.5'
Ribs	8
Shape	Octagon
Pole Diameter	1.38" Top / 1.5" Bottom
Vents	SWV
Lift	Crank
Tilt	Push Button
	2 Way Tilt

## Features:

- Powder Coated Aluminum
- Two piece pole
- High quality residential umbrella

### Notes:

Recommended minimum of 50 lbs. base for this style.



GRADE	FABRIC	MSRP	МАР
Α	subrella	-	-
D	Solefin	-	-

## Dimensions:



## Available Finish:



## Available Fabric:







## SSUM92-6X10RT | 6.6' x 10' Rectangle Push Button Umbrella

## Specifications:

Size	6.6' x 10'
Ribs	6
Shape	Rectangle
Pole Diameter	1.38" Top / 1.5" Bottom
Vents	SWV
Lift	Crank
Tilt	Push Button
	2 Way Tilt

## Features:

- Powder Coated Aluminum
- Two piece pole
- High quality residential umbrella

#### Notes:

Recommended minimum of 80 lbs. base for this style.



GRADE	FABRIC	MSRP	МАР
А	subrella	-	-
D	Solefin	-	-

### Dimensions:



## Available Finish:



### Available Fabric:

### For 00-Bronze & 09-Black



## For 00-Bronze Only Grade A

A54011-Ginkgo

Grade D

D2402-Lemon

## For 09-Black Only



## D3450-Gray Tweed



## **Bases**







- 50 lbs
- Cast Iron •
- Fits up to a 1.5" pole •
- Dual-Purpose Stem •

## Available Finish:

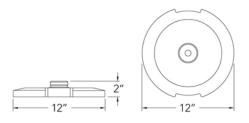




## Add-on Weight

SSBW30







## Features:

- 30 lbs
- Cast Iron
- For use with the Coral Base Only
- Recommended for free-standing umbrella applications

## **Bases**



## For Market and Specialty Umbrellas

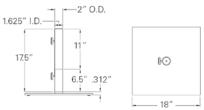


## Available Finish:









MSRP	МАР
-	-

### Features:

- 35 lbs
- Steel Base
- Dual-Purpose Stem
- Under-the-table applications
- Not recommended for free-standing umbrella applications

## Available Finish:

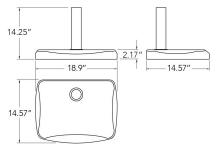






Option for Amelia

Marco



MAP **MSRP** 

-

## Features:

- 50 lbs •
- Polycrete
- Fits up to a 2" pole .

-

## Available Finish:



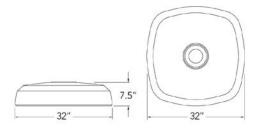


## For Cantilever Umbrellas

Option for Fiji & Bali

Bacara SSBSPA0





MSRP	МАР
-	-

## Features:

- 38 lbs
- Resin Base Lid
- Heavy-Duty Polyethylene Shell
- Required 200 lbs of sand (sand not Included)

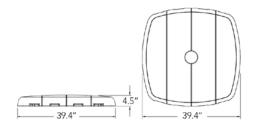


Option for Skye

## Bermuda

**SSBSPBO** 







## Features:

- 28 lbs
- Resin Base
- 4 Sections to fit onto Cross Bar Stand
- Required 220 lbs of sand (sand not Included)

## Available Finish:

SSBSPB00 Bronze



# **Mount Kits**



## For Fiji and Bali Umbrellas

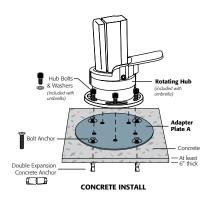
## Concrete

SSAMK-C



SSAMK-C CONCRETE INSTALL





MAP MSRP

Includes adapter plate, expansion

Plate: 8.5" Diameter / .5" Height

concrete anchors and bolts

\_

Features:

8 lbs

•

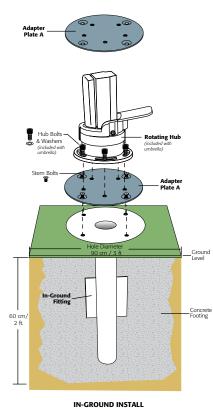
-

In-Ground

SSAMK-G



SSAMK-G IN-GROUND INSTALL



**MSRP** 

-

MAP -

Features:

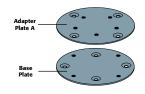
- Includes adapter plate, in-ground fitting and stem bolts
- Plate: 8.5" Diameter / .5" Height •
  - In-Ground: 19.5" Depth
- 21 lbs

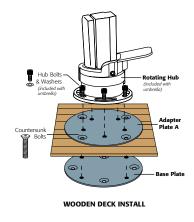
## Wood

SSAMK-W



SSAMK-W WOODEN DECK INSTALL





MAP **MSRP** 

-

## Features:

\_

- Includes adapter plate, base plate and bolts
- Plate: 8.5" Diameter / .5" Height (x2) • .
- 16 lbs

# **Umbrella Lights**

For Umbrella and Cantilever Styles

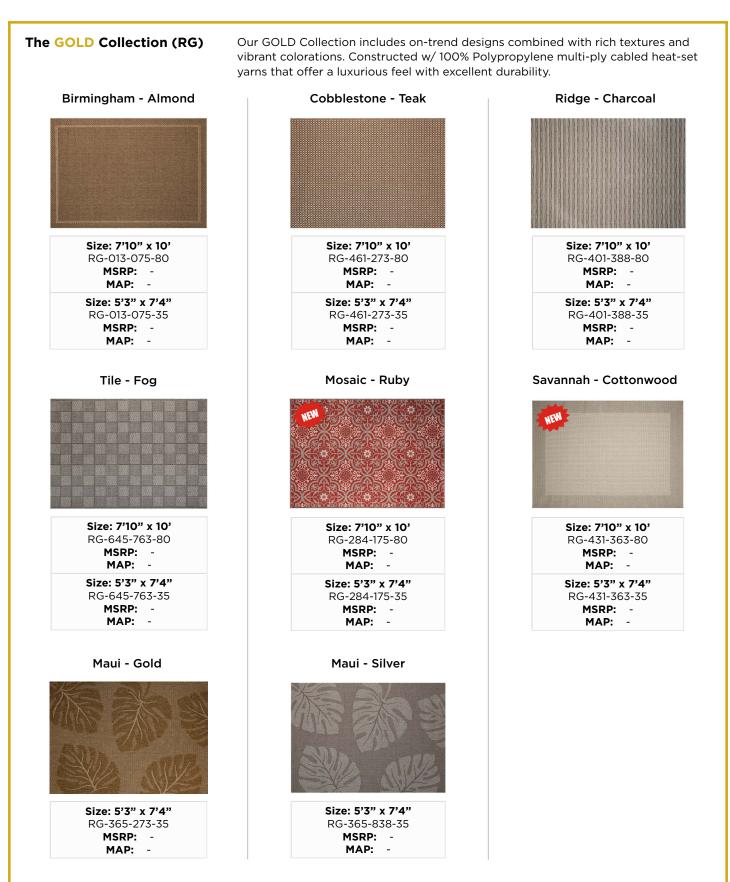




## Outdoor Rugs 100% UV Stable Polypropylene Face



## Features: Water Repellent, Easy to Clean, Water Resistant, Antistatic, Mothproof, Colorfast



## Outdoor Rugs 100% UV Stable Polypropylene Face



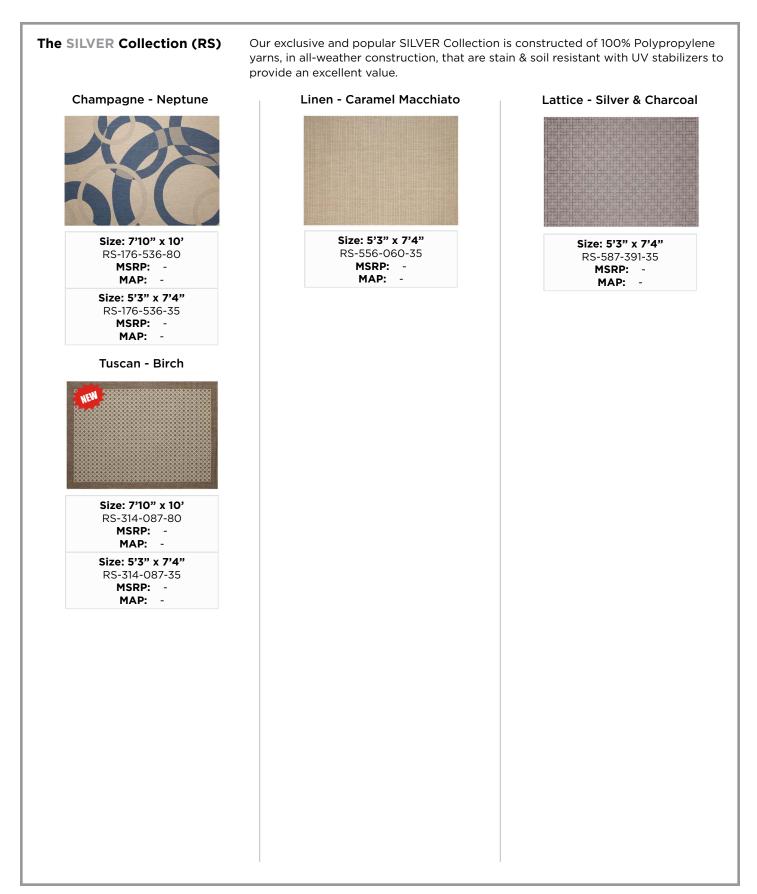
## Features: Water Repellent, Easy to Clean, Water Resistant, Antistatic, Mothproof, Colorfast



## Outdoor Rugs 100% UV Stable Polypropylene Face



## Features: Water Repellent, Easy to Clean, Water Resistant, Antistatic, Mothproof, Colorfast



## **Protective Furniture Covers**

Grey 160g Polyester



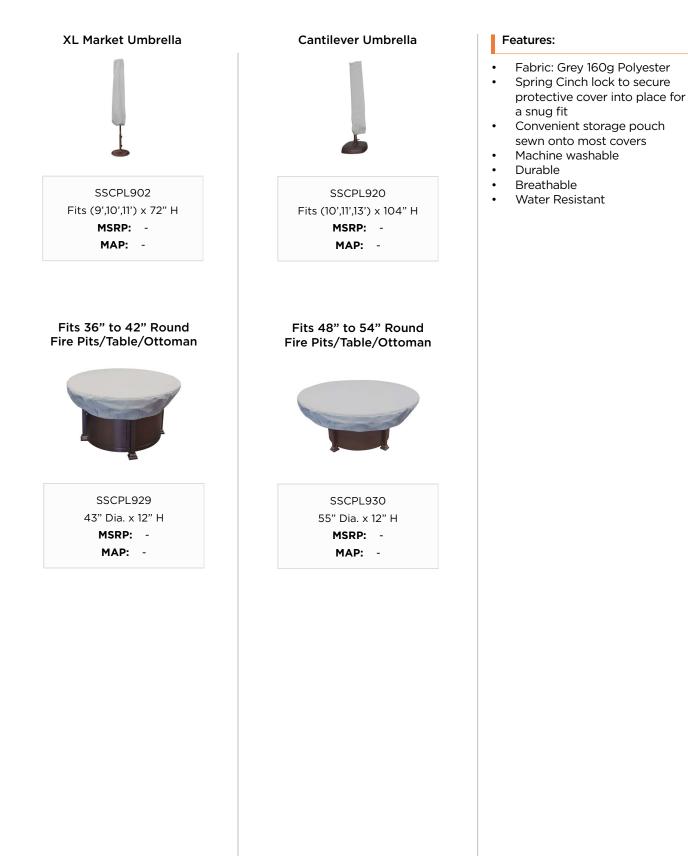
Chair / Chaise / Sofa / Loveseat

High Back Chair	Stack of Chairs/Bar Stools	Small Chaise Lounge	Large Chaise Lounge
SSCPL112 27"W x 30"D x 36"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL111 27"W x 30"D x 49"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL121S 30"W x 80"D x 27"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL121L 39"W x 84"D x 42"H <b>MSRP:</b> - <b>MAP:</b> -
Lounge Chair	Rocking Chair	XL Club / Lounge Chair	
SSCPL211 35"W x 35"D x 35"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL212 36"W x 41"D x 34"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL241 43"W x 42"D x 43"H <b>MSRP:</b> - <b>MAP:</b> -	
XL Loveseat / Corner Sectional	Sofa	XL Sofa	
SSCPL242 69"W x 42"D x 43"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL223 85"W x 36"D x 35"H <b>MSRP:</b> - <b>MAP:</b> -	SSCPL243 96"W x 42"D x 43"H <b>MSRP:</b> - <b>MAP:</b> -	

## Protective Furniture Covers Grey 160g Polyester



## Accessory Covers





As a condition of doing business with Treasure Garden, Inc. and its affiliates all persons involved in the commercial purchase, sale, or resale of TG products (each, a "Dealer") shall be bound by the following terms and conditions (the "Agreement").

#### **Distribution:**

SimplyShade believes it is in our best interest to control product distribution and support our authorized dealers. We would like to ensure that the consumers who decide to purchase our product receive the superior level of service that SimplyShade expects. To protect this reputation, SimplyShade reserves for itself the sole right to select its dealers.

To qualify as a SimplyShade retail dealer the business must:

- Reasonably accommodate purchases of anyone showing interest in SimplyShade products.
- Be moderately capable of "after the sale" service and support to the end-user and reasonably accommodating of consumer requests for such service and support.
- Retail dealers should be qualified or trained by their SimplyShade sales representative.

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

### eCommerce Policy:

Please refer to the Internet Agreement, which must be signed to become a dealer.

### **Credit Terms:**

Dealer must qualify for open credit terms to be a retail dealer. We are unable to process orders on a proforma basis. A minimum annual sales volume of \$10,000 is required to stay established as an account. Allow a few days for the credit processing and approval. The Treasure Garden Inc. commercial credit application agreement begins the process of establishing a credit or billing account with SimplyShade. SimplyShade generally offers payment terms of Net 30 days (on approved credit) to an authorized retail dealer. Orders accepted by SimplyShade shall be deemed to be contracts arising within the State of California. Prompt payment is requested and must be sent to arrive by the due date. No deductions or debit memos are accepted. A service charge of one and one-half percent (1-1/2) per month or such maximum lesser rate as may be permitted by law will be assessed to all past due invoices. We also reserve the right to assess service charges on past due invoices without prior notification. Invoices are considered overdue if the payment is not received by the due date Credit files are routinely reviewed and a current financial statement or information may be requested. We may also request assurances of your ability to pay; such request will be made in writing and we may, upon the making of such request stop production and suspend shipments. The company reserves the right to increase, reduce, suspend or withdraw open account privileges at its sole discretion at any time without prior notification. If your account is inactive for a 12 month period, your sales volume is below the \$10,000 minimum or there is a change in your business or credit status, your credit terms will be canceled. No additional notice will be given.

#### Prices:

MSRP Effective Date: 02/08/2023. Prices listed in the catalogue are suggested retail prices. Your cost is based on the designated dealer classification. Ask your Sales Representative for details regarding our program and pricing structure.

MAP Effective Date: 02/08/2023.

#### **Taxes and Surcharges:**

The Manufacturer's Suggested Retail Price ("MSRP") does not include any state tax, local tax or surcharges. California sales tax may apply to shipments made within California, picked up at our California facility or drop shipped within the state of California unless we have a CA resale certification on file. For shipments out of CA the appropriate sales taxes will be added to acknowledgements or invoices unless we are provided with a valid State sales tax exemption certificate. Sales taxes will be added based on the address where the product is being shipped to. Treasure Garden, its dba Shademaker, SimplyShade have a presence in 36 states. We collect sales tax in our nexus states. As of JUNE 2022, these states are AL, AR, AZ, CA, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, WA & WI Please note that CA, CT, DC, MA & MD will NOT accept another states resale certification or resale number for tax exempt purposes.



## **Order Procedures:**

To ensure that your order is processed without delay we require:

- A written purchase order (no phone orders) from an authorized buyer including the business name, account number, phone number and purchase order number.
- Ship date and specific shipping instructions. If you request freight collect or 3rd party billing, please provide the account number.
- Our item/style number, fabric number, type and color
- Quantity of each style
- Customer's name on all Special Orders

Please note that any discrepancies can cause significant delays. We ask that you review the acknowledgment for accuracy and advise SimplyShade immediately of any discrepancies or changes. We reserve the right to hold any order from production, pending signed acceptance of the pricing on our order acknowledgement. Lead time starts once order is finalized.

### Freight Charges:

The shipping charges on your invoice may differ from those on your acknowledgement. This is largely due to instability in today's fuel economy. Please understand that these charges are assessed by the carrier, not SimplyShade. These charges can sometimes include fuel surcharges, lift gate, extra delivery charges, as well as standard pallet fees (up to and in excess of \$39 each), box pallet fees (up to and in excess of \$45 each) which may not have been indicated on the preliminary freight quotes. The pallet fees may increase depending on the cost of these items.

If the freight charges are prepaid & added to your invoice, the shipping charges may include any applicable pallet charges. To ensure the most economic freight for our customers, we are constantly reviewing freight rates. If we ship your orders freight collect or 3rd party billing we will bill your company for any applicable pallet charges.

### **Changes/Cancellations:**

Changes and/or cancellations of product or shipping dates must be received at our office within 24 hours of the acknowledgement date. NO EXCEPTIONS. Orders that do not follow these guidelines will be charged a 25% restocking or handling fee. We cannot guarantee that purchase orders added to an existing order will be shipped together. If items are added to an order or an item on an order is changed, the entire order may be rescheduled as of the date of the change. This may result in a later ship date than the original order. In the event an order is refused and/or returned to us, a 25% restocking/handling fee may be assessed in addition to the inbound and outbound freight charges.

### Back Order/Partial Shipments:

Due to the considerable number of items we offer, we may not initially be able to ship or deliver your entire order. In such event the balance and/or entire order thereof will be back-ordered and shipped and delivered at a subsequent time or times. Standard shipping charges will apply to partial or back order shipments.

#### Shipments:

IN-SEASON: Our goal is to ship IN SEASON orders within the specified lead times.

3 Business Days: Specialty, Market & Accessories

5 Business Days: Cantilevers

Large quantities may result in partial shipments. This is a goal, not a guarantee - and may be slightly affected by availability of fabrics & consumer demands.

**ALL SHIPMENTS** - SimplyShade shall, in the event of no routing instructions from the buyer; select a carrier, which it feels, can adequately handle each shipment.

#### **Order Scheduling:**

Deliveries are subject to fire, storm, flood, war, rebellion, riot, strike or labor trouble, interruptions to transportation, perils of navigation, damage to factory, equipment of facilities, governmental mandates, including the exercise of acts of God, failure of our sources of supply in whole or in part, and other cause beyond our control. We shall not be liable for any damages or failure to deliver or delay in delivery due to any such causes. If possible we will attempt to ship merchandise the week of the requested ship dates. However, in order to maintain an orderly schedule, we reserve the right to schedule the merchandise shipment to the nearest available production schedule and to ship accordingly. Our regular business days are Monday through Friday.

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### Freight Claims:

All merchandise is delivered to the carrier in factory new condition. Our FOB shipping points are Baldwin Park, CA, Surprise, AZ or Ningbo, China. The FOB location depends on your order type and product availability. The carrier accepts responsibility for the safe delivery upon acceptance of the shipment. SimplyShade should be notified immediately regarding any claims. Claims for loss or damage sustained in transit must be filed by the Dealer, as follows:

#### Visible Damage:

It is the Dealer's responsibility to check the merchandise and file a claim with the carrier if the shipment was made using the dealer's carrier and account. Request a claim form from the delivering carrier and file your claim immediately. If the shipment was made using SimplyShade's carrier and account, it is the Dealer's responsibility to check the merchandise and notify SimplyShade immediately of the situation so that a claim can be filed. In either situation, make a notation on the Bill of Lading as to the nature and extent of the damage and obtain a signature of the carrier's agent. (Failure to adequately describe this information may result in the carrier refusing to honor the claim and SimplyShade will not, under any circumstances, be liable for damage sustained in transit).

### Concealed Damage:

If damage is discovered when unpacking the merchandise, immediately mark the damaged area and submit a written request for the carrier to inspect. Attach a copy of the concealed damage information. Do not remove the merchandise from the original carton until the carrier inspection is complete. If the merchandise was shipped using SimplyShade's carrier and account, it is the Dealer's responsibility to notify SimplyShade immediately of the situation so that a claim can be filed. Concealed damage needs to be reported and claim filed within 5 days for all carriers.

#### Shortage:

It is the Dealer's responsibility to inspect all merchandise and to file claims with the carrier in the event of product shortage. Make a notation on the Bill of Lading as to the number of cartons short. SimplyShade must also be notified immediately of any shortages. File the claim with the delivery carrier immediately. No claim for shortages, damaged items or errors will be

honored unless it is made in writing on the Bill of Lading immediately upon receipt of the shipment. Notwithstanding anything to the contrary in this Agreement, failure to make a claim on the Bill of Lading will constitute a waiver of any rights to a refund or credit.

#### Return Goods:

No returns will be accepted without a written Return Authorization (RA#) from the factory. It is the Dealer's responsibility to follow routing instructions. Please fax in a request for an RA#. Your request must include the following information:

- Company name, contact name, number & store hours;
- The SimplyShade invoice and/or acknowledgement;
- The item no., number of units to be returned and carton total;
- The reason for the return; and
- Which carrier will be returning the goods and the date of the shipment.

Any item that is returned for credit that is not under SimplyShade's warranty policy is subject to a 25% restocking fee (and must be properly packaged) plus inbound and outbound freight charges, if applicable. Any item that is returned for repair or replacement that is not under SimplyShade's warranty policy is subject to the applicable repair charges listed in the "Other Fees" section, below. SimplyShade will only organize the return of product for warranty determination from the original point of shipment within the US and Canada. Per the SimplyShade Limited Warranty, SimplyShade restricts warranty service for SimplyShade products to the country where SimplyShade or its authorized SimplyShade retail Dealers originally sold the product.

#### Errors:

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

#### **Other Fees:**

These fees apply to both contract accounts and retail dealers.

- Non-warranty repairs are subject to a labor charge of \$50 per hour plus applicable parts, inbound and out bound freight charges. Please allow at least 5 business days for processing.
- A \$25 service charge will be assessed on any returned check.
- Pallet fees, residential delivery fees, lift-gate fees, limited access and "call before delivery" fees vary depending on the carrier.
- A Materials Handling Fee may be assessed for palletized orders shipping LTL freight collect or when special labels are required to print for each order.

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### Shipping:

Most SimplyShade products can be shipped using parcel companies (UPS, FedEx, or other). Some of our larger or heavier products however, must be shipped with a trucking company. Such products are identified with the "Truck Only" icon. SimplyShade can only ship to addresses in the US and Canada. If shipping to Canada, you must have your own broker to clear items through customs and this information must be provided with the purchase order.

### Payments:

Payment will be accepted in US Dollars only. If payment is paid by a standard business check from a Domestic bank institution, please allow 2-5 business days from our deposit date for your funds to clear. Invoice payments should be mailed prior to the due date and sent to our corporate office in Baldwin Park, CA. Payments made in a different manner may be delayed.

#### Pricing:

"MSRP" means the Manufacturer's Suggested Retail Price as set forth in this Catalog. "MAP" means the Minimum Advertised Price as set forth in this paragraph. Dealers must adhere to MAP requirements when advertising via any traditional media, in all online advertising, online comparison price shopping, and landing pages. Dealers cannot advertise SimplyShade products below a published Net MAP price list effective the start of each fiscal year. SimplyShade reserves the right to adjust MAP pricing based on MSRP changes due to tariff implementation and/ or other unforeseen market conditions, as needed during the fiscal year. This net pricing is inclusive of, but not limited to, discounts such as coupons, promo codes, email "sign up" discounts and sales tax. In addition, no advertisements may state or otherwise suggest that the SimplyShade MSRP is higher than the actual MSRP as set forth in this catalog. It is also incumbent on all dealers to update their online pricing on February 1<sup>st</sup> of each year to reflect any changes to MSRP and MAP that might occur. MAP Policy may vary for international dealers, please see your local sales representatives for details.

#### **Minimum Advertised Price Requirements:**

As in any Minimum Advertised Price ("MAP") program, the intent is to uphold the integrity of the SimplyShade line of products and protect the investments made by SimplyShade and its Dealers and retail partners. Violating MAP requirements only serves to devalue the brand in the eyes of the consumer. These MAP requirements apply to any Dealers advertising SimplyShade products via traditional media including, but not limited to, newspapers, mailers, inserts, circulars, magazines, catalogs, television and radio. In addition, the MAP requirements apply to any Dealers selling or advertising TG products online and/or having a checkout/cart system.

#### **MAP Policy Violation Enforcement:**

SimplyShade reserves the right to determine, in its sole and unfettered discretion, whether a violation of the MAP requirements has occurred. If SimplyShade determines that a Dealer has violated the MAP requirements, SimplyShade may, in its sole and unfettered discretion, terminate its relationship with the Dealer without notice or an opportunity to cure. The Dealer agrees that money damages or other legal remedies would not, standing alone, be a sufficient or adequate remedy for any breach or violation of the MAP requirements. As such, in addition to all other remedies available to SimplyShade, SimplyShade shall be entitled to an injunction restraining such breach or violation and to other equitable relief, including specific performance, without a bond or other security being required. MAP Policy may vary for international dealers, please see your local sales representatives for details.

#### **Product Advertising:**

All SimplyShade products advertised may include the SimplyShade name in the product description. Product advertising may include proprietary names (e.g., Solefin®, etc.) and the SimplyShade logo in product descriptions. Dealers may use their own images of SimplyShade products that they have taken themselves OR use images offered in SimplyShade. SimplyShade logos and logos of proprietary products will be provided. The Dealer's permission to use the SimplyShade brand, tradenames, logos, images, and any intellectual property is subject to the Dealer's strict compliance with this Agreement including, but not limited to, the MAP requirements.

#### Bulk Sale and Third Party Restrictions:

If a Dealer decides to resell product to a third party said Dealer is responsible for any warranty or service issues, as well as is still bound to this agreement. The third party is not under agreement with SimplyShade, it is the Dealer that is doing business with SimplyShade.

#### Duty to Notify SimplyShade of Complaints:

Dealers shall make a careful and thorough inspection of all goods received. Subject to and without limitation of the requirements of the "Freight Claims" section above, Dealers must notify SimplyShade in writing of any complaints or issues, whether existing or reasonably foreseeable, relating to SimplyShade's performance including, but not limited to, discrepancies in quantity or description of items delivered, defects or potential defects in items delivered, or any other issue whatsoever relating to SimplyShade's performance (except issues relating to billing disputes, which are dealt with in the next section.) Notice shall be provided to SimplyShade within 30 days of: (i) the Dealer's receipt of any defective or non-conforming goods, or (ii) the time any other issue complained of came, or should, with reasonable care, have come to Dealer's attention – whichever is earlier. Unless timely notification is received by SimplyShade in accordance with the terms hereof, which notice shall identify with particularity all complaints or issues asserted by the Dealer, the Dealer irrevocably waives any and all complaints relating to any defective or non-conforming product or any other issue whatsoever relating to SimplyShade's performance and the Dealer shall have no recourse against SimplyShade. The Dealer shall be solely responsible for retaining proof that the written notice required by this section was received by SimplyShade.

## 2023 Terms & Conditions



### **Payment Obligations:**

Dealers agree to examine immediately upon receipt each of SimplyShade's statements of account, invoices, or other billing statements (collectively, "Bills"), and to notify SimplyShade in writing of any disputed Bills within 10 days of receipt. Such disputes may include, but are not limited to, disputes relating to charges for items that were billed but not received; charges for product that was received but not ordered; or charges for items that were returned, refused, credited, or have a freight claim pending. Dealers will not withhold payment when disputes arise. Only the disputed portion of a timely disputed past-due balance may be withheld. Unless timely notification is provided to SimplyShade in accordance with the terms hereof, which notice shall identify with particularity any and all objections to any of SimplyShade's Bills, the Dealer irrevocably waives any and all objections to SimplyShade's Bills. In addition, the Dealer agrees that its obligation to pay SimplyShade in accordance with the terms hereof, the Dealer irrevocably waives the right to assert any and all claims, offsets, or any other defenses whatsoever to SimplyShade's right to payment. The Dealer further agrees that any payments to SimplyShade may be applied to any invoices or other indebtedness owed to SimplyShade, in SimplyShade's sole and absolute discretion. The Dealer shall be solely responsible for retaining proof that the written notice required by this section was received by SimplyShade.

Statements are sent on the 1st business day of each month and mid-month.

#### Attorneys' Fees:

The Dealer agrees that it shall be liable for all of SimplyShade's attorneys' fees (including local counsel fees), experts' fees, accountants' fees, court fees, collection costs, collection agency fees (if applicable), and any other expenses, whether or not incurred in connection with litigation or arbitration, arising from the breach of any term of this agreement by the Dealer, and/or in connection with the enforcement of any judgment or award rendered in favor of SimplyShade.

#### **Governing Law:**

You agree that all matters relating to your purchase and use of SimplyShade products, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Los Angeles County, California, and waive any objection to such jurisdiction or venue.

#### No Waiver:

None of SimplyShade's rights hereunder will be deemed to be waived or modified in any way based upon the manner in which this Agreement is performed or SimplyShade's failure to enforce its rights hereunder or insist on strict and timely performance of the Dealer's obligations. Without limitation to the foregoing, acceptance of payment outside of the stated credit terms shall not operate as a waiver of the stated credit terms.

#### Limitation on Liability:

In no event will SimplyShade 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 SimplyShade has been put on notice of the possibility of such damages. Without limitation to the foregoing, under no circumstances will SimplyShade be liable to the Dealer for punitive damages.

#### **Disclaimer:**

Please note that SimplyShade, reserves the right to alter or modify product styles and to discontinue frames and fabrics without notice. For more information about SimplyShade products, please contact us at: (626) 373-2728 or email: info@simplyShade.com

#### Mount Kit Disclaimer:

The mount kit should only be professionally installed by a licensed contractor. Treasure Garden<sup>\*</sup> assumes no liability and expressly disclaims any responsibility for injuries or damages arising from or related to the failure of buyer to have the mount kit installed by a licensed professional contractor. Treasure Garden makes no warranty except as expressly stated herein, and no warranty except Title to Materials furnished shall be implied with respect to this order.

#### **Disclaimer of Warranties:**

Except as herein expressly set forth, this product is sold "as is" and "with all faults", and without any implied warranty of merchantability -which warranty is hereby expressly excluded. This product is sold without any implied warranty of fitness for a particular purpose -- which warranty is hereby expressly excluded. Moreover, there are no warranties which extend beyond the description on the face hereof.

#### Notices:

All written notices required hereunder shall be ineffective unless sent to the following addresses by Federal Express and email:

info@simplyshade.com	- and -	SimplyShade
		13401 Brooks Drive
		Baldwin Park, CA 91706

#### Headings:

Section headings are inserted for ease of reference only and and shall have no effect on the interpretation of this agreement.



#### **Guarantee:**

SimplyShade products being used in residential use and applications only are guaranteed to be free from defects in original material and workmanship.

Note: SimplyShade items are not warranted for commercial applications.

#### Limited Warranty (Frames and Accessories): One (1) year

**Includes:** Powder coated finish, frame, ribs, finial, tilt, cord, crank handle, housing, canopy and rib pocket seams. If a defect in the original material or workmanship appears during the warranty period on any SimplyShade product; SimplyShade, at its option, will repair or replace the product without charge. Returns must be faxed or emailed in (Phone orders are not accepted); please FAX your request to (626) 373-2729 - Attn.: Customer Service or contact a Customer Service Representative.

#### Fabric Limited Warranty:

The following fabrics have a limited warranty against fading for: 5 years - Sunbrella® 2 years - Solefin® 3 months - Polyester

The Limited Warranty only applies to SimplyShade product purchased directly from SimplyShade and its affiliates, or an authorized SimplyShade retail Dealer, as defined in our Terms and Conditions; the Limited Warranty is not transferable. Should the Purchaser or Owner sell the SimplyShade product to another party, the warranty will not transfer to the new owner.

All fabrics shown are not to scale. Colors, textures and patterns may vary slightly from the fabric swatches.

#### What Is NOT Covered:

Failure caused by unreasonable or abusive use, or failure caused by neglect of reasonable and necessary care, and any modification to product are not covered by this warranty. We will only warranty products which are properly secured to an adequate base or mounting system and adhere to our required base weight minimums.

Additionally, acts of nature (including but not limited to wind, hurricanes, tornadoes, and storms) are not covered by this warranty. This warranty covers return freight of any warranted product only for the first year. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

Closeout and promotional items sold by the dealer as is are not covered by this warranty.

#### Wind Damage:

SimplyShade highly recommends that no umbrella, regardless of size or weight, ever be left unattended in the open position. In windy conditions, it is further recommended that umbrellas be closed, removed from their base, and stored or laid horizontally. This will reduce the risk of personal injury, damage to your umbrella, furniture, and other belongings or property. To ensure stability of your umbrella, please observe proper placement, and use sufficient base weight. This catalog contains minimum recommendations for necessary weight for each style. Keep umbrella properly secured to umbrella base at all times. Thoroughly read and follow all provided instruction manuals.

#### **Irregularities in Production Process:**

The possibility of "Irregularities" in the product surface may occur during the production process. However, these irregularities do not reduce the quality of the product. SimplyShade monitors every stage of production to ensure a clean and consistent appearance on every part.

#### Rust:

Rust is a natural part of the aging process of all Steel or Iron based materials and is therefore NOT considered a defect. SimplyShade bases are designed to require minimum maintenance. Bases should be kept clean. Do not let dirt build up on the bases. Cleaning with mild soap and water, and seasonal touch-up of any scratches, chips or occasional rust seepage from crevices or hidden, un-finishable surfaces inherent in some designs is all that is required. Never leave bases standing in water. To keep your bases looking their best, you may wish to store them when not in use for an extended period of time.

#### Seaside and Indoor Pool Usage:

CAUTION: Seaside and indoor pool use, salt & chlorides can accumulate on the powder coat finish, leading to finish failure. Failure or neglect to make needed cleanings may cause paint to blister, and such failure will void limited warranty.

#### International Returns:

If an item is found to be under warranty SimplyShade shall only be responsible for ground shipping charges to the location of the product within the continental United States and Canada. Any duties, express, international or special shipping charges are at the expense of the retail dealer or consumer.

#### THE SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY.



An "Internet Retailer" is defined as any authorized SimplyShade dealer selling or advertising SimplyShade products online and/or having a checkout/cart system.

\_\_\_\_\_1. Registration

• All URL's selling SimplyShade products must be registered with SimplyShade (including 3rd Party sites).

List Below:

\_\_\_\_\_ 2. Pricing

- "MSRP" Defined as the Manufacturer's Suggested Retail Price
- "MAP Pricing" Defined as Minimum Advertised Pricing Dealer must adhere to MAP guidelines in all online advertising, online comparison price shopping and landing pages.
- No promotions allowed on SimplyShade product unless it is a Manufacturer Authorized Promotion.

\_\_\_\_\_ 3. Product Advertising

- All SimplyShade products advertised may include the SimplyShade name in product description. Product advertising may include
  proprietary names (i.e. Solefin<sup>®</sup>, Bali, Selene, etc.) and the SimplyShade logo in product descriptions and on applicable header pages/links.
- Dealer may use their own images of SimplyShade products that they have taken themselves OR use images supplied by SimplyShade. The SimplyShade logo and logos of proprietary products are available upon request.
- The use of the Treasure Garden name in association with the SimplyShade name/logo or on its own is prohibited.
- SimplyShade cannot be sold in a retail store or in any showroom.
- 4. Website Violation Policy

If your website is found to violate this policy in any way you will be contacted and asked to adhere to the agreement. Additional violation could result in termination of status as an authorized SimplyShade dealer. You will have 2 business days to correct a violation. All Internet sites selling SimplyShade will be monitored by the SimplyShade eCommerce team on a regular basis.

\_\_\_\_ 5. Have read the Terms and Conditions set forth in the SimplyShade catalog.

Please initial each section of the agreement acknowledging that you have read all the terms and conditions of this policy and agreement. Fillin, sign and date on the lines below agreeing to adhere to all terms and conditions specified in said policy:

Company:			
Customer#:			
Name:			
Title:			
Email Address:			
Signature:	Date:	_/	/