

Limited One- & Five-Year Warranties

Subject to proper installation and normal residential use, Rainbow Playgrounds America, Inc. warrants to the original retail purchaser only that, subject to the limitations stated below:

- all **NON-WOODEN PARTS** (including, but not limited to, chain, seats, hardware, metal braces, ropes and accessories) will be free from defects in material and workmanship for a period of **ONE YEAR** from the date of purchase. Cracks in plastic components are not considered defects in materials and workmanship if they do not affect the functionality of the system. Merchandise covered under this limited one-year warranty will be repaired or replaced, at our option, and returned to the customer, with all return shipping and handling costs paid in advance by the customer. All labor costs, travel expenses and any other charges involved in the installation or replacement of the warranty parts will be the original purchaser's responsibility. The warranty coverage described in this paragraph is the customer's sole and exclusive remedy and lasts only as long as the original purchaser owns the playset and terminates if the original purchaser sells or otherwise transfers the unit.
- all **WOODEN COMPONENTS** will be free from structural failure due to corrosion or wood rot for a period of **FIVE YEARS** from the date of purchase. Peeling, splintering, minor cracking caused by weather, surface cracks, knot holes and knots, are natural characteristics of all wooden play equipment. Such imperfections that do not result in structural failure are not covered under this warranty. Merchandise covered under this limited five-year warranty will be repaired or replaced, at our option, and returned to the customer, with all return shipping and handling costs paid in advance by the customer. All labor costs, travel expenses and any other charges involved in the installation or replacement of the warranty parts will be the original purchaser's responsibility. The warranty coverage described in this paragraph is the customer's sole and exclusive remedy and lasts only as long as the original purchaser owns the playset and terminates if the original purchaser sells or otherwise transfers the unit.

It is recommended that you affix your original sales receipt to the Instruction Manual and retain these documents for your records. **NO WARRANTY CLAIMS CAN BE PROCESSED WITHOUT A COPY OF YOUR ORIGINAL SALES RECEIPT.** Rainbow Playgrounds America, Inc. also reserves the right to examine photographs or physical evidence of merchandise claimed to be defective, and to recover said merchandise, prior to disposition of warranty claims. Merchandise returned for examination or recovery must be shipped freight prepaid, unless a return authorization number is issued.

USE OF THIS PLAYSET IN ANYTHING OTHER THAN A RESIDENTIAL SETTING OR APPLICATION VOIDS ALL WARRANTY COVERAGES AS DESCRIBED HEREIN. Further, no warranty is offered on the following: (1) equipment subjected to abuse, negligence, improper installation, vandalism, insect infestation, acts of God, unauthorized alteration or attachment to equipment other than our own; or (2) equipment subjected to improper use, service or repair by customer or any third party.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF RAINBOW PLAYGROUNDS AMERICA, INC. CANNOT DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER ANY SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. RAINBOW PLAYGROUNDS AMERICA, INC. DOES NOT ASSUME, OR AUTHORIZE ANY PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAINBOW PLAYGROUNDS AMERICA, INC. ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE OR USE OF OUR EQUIPMENT. 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.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.