

European Union Commercial Five-Year Warranty

Please supervise your children's play activity and maintain your play equipment periodically as specified in the owner's manual.

Subject to proper installation and normal commercial use, Rainbow Play Systems, Inc. warrants to the original end user purchaser that, subject to the limitations stated below, all tarps, chain, seats, screws, powder-coated brackets, rungs and handles, plastic handles, ship's wheel, periscope, binoculars, trapeze bar, chin up bar and accessories will be free from defects in material and workmanship for a period of **FIVE YEARS** from the date of purchase. In addition, Rainbow Play Systems, Inc. warrants to the original end user purchaser all ropes and flags, for a period of **ONE YEAR** from the date of purchase will be free from defects in material and workmanship. For purposes of any warranty offered by Rainbow Play Systems, the following are not considered defects in materials and workmanship if they do not affect the functionality of the component or system: (1) cracks in plastic components; (2) surface rust on hardware or powder-coated components; and (3) fading of any component or accessory, including, without limitation, ships wheel, periscope, binoculars or rocks. Merchandise covered under this limited five-year (or, in the case of ropes, one-year) warranty will be repaired or replaced, at our option, and returned to you freight prepaid. Any warranty work that must be performed on site does not qualify under the warranty specification and will be billed directly to you. The warranty coverage described in this paragraph lasts only as long as the original purchaser owns the Rainbow® play system and terminates if the original purchaser sells or otherwise transfers the unit.

In addition, for the period during which the original purchaser owns the system, Rainbow Play Systems, Inc. warrants to the original end user purchaser all wooden components against structural failure due to wood rot or insect infestation. **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 affect structural integrity are not covered under this warranty.** This five year warranty also applies to scoop, spiral and Rainbow wave slides, crawl tunnel, crow's nest, ductile iron swing hangers, tire swivel, heavy duty tire swivel, bolts, swing beam plate, swing beam brackets, monkey bar bracket, metal cozy rails, dipped rungs, trapeze bar and chin up bar. Components covered under this five year warranty will be replaced, free of charge and returned to you, freight collect; **PROVIDED, HOWEVER,** that all labor costs, travel expenses or any other charges incurred by the local Rainbow distributor in the installation or replacement of the parts will be the end-purchaser's sole responsibility. The warranty coverage described in this paragraph lasts only as long as the original purchaser owns the Rainbow® play system and terminates if the original purchaser sells or otherwise transfers the unit.

Rainbow Play Systems, Inc. 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 to the Rainbow factory for examination or recovery must be shipped freight prepaid, unless Rainbow issues a Return Authorization Number.

No warranty is offered on the following: (1) equipment subjected to abuse, negligence, improper installation, improper maintenance, vandalism, 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 THE EXCLUSIVE REMEDIES PROVIDED BY RAINBOW PLAY SYSTEMS, INC. AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. RAINBOW PLAY SYSTEMS, 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 PLAY SYSTEMS, INC. ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE OR USE OF OUR EQUIPMENT.

AS A CONSUMER, YOU HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS. THOSE RIGHTS ARE NOT AFFECTED BY THIS WARRANTY.

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.

This warranty is provided by Rainbow Play Systems, Inc. of 500 Rainbow Parkway, Brookings, South Dakota, 57006, United States. For prompt warranty service, please contact the local Rainbow distributor from whom you purchased your Rainbow play system.