



LIMITED FIVE YEAR & LIMITED LIFETIME WARRANTY

1. Backyard Adventures warrants to the original purchaser that its belt swing seats, trapeze bars, mega riders, gliders, buoy balls, tire swings, tarps, mesh fabrics, hammocks, steering wheels, telescopes, periscopes, climbing rocks, ropes, grab handles, zoom slides, wave slides, deluxe wave slides and open spiral slides will be free from defects in workmanship and materials for a period of five years. Products covered under this warranty will be replaced at no charge for the part to the original purchaser. The purchaser will be responsible for freight, and any other expenses related to the replacement of the part charged by a Backyard Adventures Dealer.
2. Additionally, Backyard Adventures warrants to the original purchaser a Limited Lifetime warranty that covers defects, in workmanship and materials that affect the Structural Integrity of the Backyard Adventures Rocket slides, Super Slides, and Turbo Slide.
3. Backyard Adventures also warrants to the original purchaser a Limited Lifetime warranty that warrants the Structural Bolts, Ductile Swing Hangers, Tire Swivels, Powder Coated compression clamps, chains, metal rungs, safety strips, fireman's poles, hand rails and D-Rings will be free from defects in workmanship and materials that affect the structural integrity of the product. Surface rust, corrosion, or powder coating chipping on metal parts that does not affect the structural integrity of the product is not considered a defect in workmanship or material and is not covered by this warranty.
4. Backyard Adventures warrants that all wooden components will be free from wood rot due to decay or insect infestation that affects the structural integrity of the play set. Wooden products will have natural imperfections. Checks (cracks), Knots and Knot Holes are natural characteristics that occur in lumber. Seasonal conditions can cause these imperfections to become more or less visible. Checks, Knots and Knot Holes typically do not compromise the structural integrity of the play sets. These imperfections not affecting the structural integrity of the play set are not covered under this warranty.
5. Products covered under this Limited Lifetime warranty will be replaced at no charge for the part to the original purchaser. The purchaser will be responsible for freight, and any other expenses related to the replacement of the part charged by a Backyard Adventures Dealer.
6. These warranties do not cover normal wear and tear, weathering due to the elements, damage caused by acts of God, neglect of the product, failure to maintain the product, damage resulting from misuse, abuse or alteration of the product, or damage caused by improper installation.
7. These Limited Five year and Limited Lifetime warranties are limited to products used for residential, single-family dwellings. Play sets installed in a non-residential or multi-family setting are covered by a Limited One Year Warranty. Backyard Adventures warrants to the original non-residential or multi-family purchaser that all Backyard Adventures playground equipment and structures and each of their component parts will be free from defects in workmanship and materials for a period of one year. Products covered under this warranty will be replaced at no charge for the part to the original purchaser. The purchaser will be responsible for freight, and any other expenses related to the replacement of the part charged by a Backyard Adventures Dealer.
8. The term of each of these warranties begins on the date the product is purchased.
9. In the event of a defect covered by these warranties, Backyard Adventures will remedy the defect as described herein, without charge to the purchaser for parts, within a reasonable time. The remedy will consist of repair or replacement of the product, or refund of the purchase price, at the discretion of Backyard Adventures after opportunity to inspect the alleged defect or photographs thereof. However, Backyard Adventures will not elect to refund the purchase price unless it is unable to provide a replacement, and repair is not commercially practicable or cannot be made within a reasonable time. All freight and labor charges will be the responsibility of the purchaser.
10. BACKYARD ADVENTURES DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
11. BACKYARD ADVENTURES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT, OR REFUND REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON. BACKYARD ADVENTURES' AGGREGATE LIABILITY UNDER ANY LEGAL THEORY WILL BE LIMITED TO THE PURCHASE PRICE PAID BY A CUSTOMER FOR A DEFECTIVE PRODUCT.
12. To obtain performance of any obligation under this warranty or to inquire about warranty performance, the purchaser must contact their local Backyard Adventures authorized dealer or Backyard Adventures at 14201 I-27, Amarillo, Texas 79119, toll free (800) 345-1491.
13. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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