

Backyard Adventures Limited Non-Residential Use One Year Limited Warranty and Limited Non-Residential Requirements

This Limited Warranty and Limited Non-Residential Requirements by Backyard Adventures applies to playset products: (i) manufactured under the Treehouse® series and Peak® series brands (collectively the “Brands”); (ii) purchased by the ultimate consumer entity from an authorized dealer of the Brands; (iii) installed by that dealer or a contractor engaged by such authorized dealer and such installation includes compliance with Backyard Adventures installation information, guides and directions, using an approved Concrete Anchoring Kit; (iv) installed in a location that is not accessible to the general public (such access only available to participants of the consumer entity programs); (v) where all use of the playsets by such participants is supervised by a responsible adult, and (vi) where the installation and use of the playsets are in compliance with all applicable laws, regulations and ordinances, including but not limited to permitting, inspection, and limitation of number of users, if any; (vii) designed without an attached swing beam or swing accessories of any kind.

Backyard Adventures warrants that for a period of one year from the purchase date of the product from the dealer, (i) all wood, hardware, swings, slides, and accessories are free from defect in materials and workmanship, and (ii) all above ground wood parts are free from rot and decay. Refer to the schedule below for charges associated with replacement of parts under this Limited Warranty. In addition, Backyard Adventures will replace any parts within the first 30 days from date of purchase found to be missing from or damaged in the original packaging.

This warranty applies to the original owner and registrant and is non-transferable. Regular maintenance is required to assure maximum life and performance of this product and failure by the owner to maintain the product according to the maintenance requirements may void this warranty. Maintenance guidelines are provided in the Owner’s Manual.

This Limited Warranty does not cover:

- Labor for any inspection.
- Labor for replacement of any defective item(s).
- Incidental or consequential damages.
- Cosmetic defects which do not affect performance or integrity of a part or the entire product cosmetic flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping.
- Wood buried below ground level.
- Products to which non-Backyard Adventure parts have been added or substituted.
- Damage due to environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources).
- Vandalism, improper use, failure due to loading or use beyond the capacities stated in the applicable Assembly Manual.
- Acts of nature including but not limited to wind, storms, sandstorms, lightning, tornadoes, earthquakes, hail, floods, excessive water exposure.
- Improper installation including but not limited to failure by the installer to follow all instructions, guides or directions, or failure to use the appropriate Concrete Anchoring Kit.
- Installation on uneven, unlevel, or soft ground.
- Minor twisting, warping, checking, or any other natural occurring properties of wood that do not affect performance or integrity.
- Freight and/or shipping costs for replacement parts.

Backyard Adventures does not warrant that any color will be available for any specific period, and reserves the right, in its sole discretion, to discontinue any color for any reason.

Backyard Adventures products have been designed for safety and quality. Any modifications made to the original product could damage the structural integrity of the unit leading to failure and possible injury. Modification voids any and all warranties and Backyard Adventures assumes no liability for any modified products or consequences resulting from failure of a modified product.

This product is warranted for RESIDENTIAL AND LIMITED NON-RESIDENTIAL USE ONLY. Limited Non-Residential Use is defined as installation and use by home day care facilities, churches, pre-schools with a limited student population. Backyard Adventures reserves the right to approve additional light commercial settings on a case by case basis. Under no circumstances should a Brand playset be installed and used in an unsupervised, public settings such as schools, churches, playgrounds, parks, day care centers and the like where there is more than a limited student population or any of the other conditions set forth in this Limited Warranty are not strictly adhered to. Use in a prohibited setting may lead to product failure and potential injury. Any and all public use in a prohibited setting will void this warranty. Backyard Adventures disclaims all other representations and warranties of any kind, express or implied.

This Limited Warranty does not apply to any Backyard Adventures playsets or products other than the specified Brands or to any product whatsoever purchased from any source other than an authorized dealer of Backyard Adventures.

This Limited Warranty gives you specific legal rights. You may have other rights as well which vary from state to state or province to province. This warranty excludes all consequential damages, however, some states do not allow the limitation or exclusion of consequential damages and therefore this limitation may not apply to you.

To make a Warranty claim, send complete information regarding any product defect, including: (i) a copy of the original receipt for purchase, (ii) acceptance of installation documentation, (iii) a description, including pictures wherever possible, describing, defining and showing such defect. Such information should be sent to:

BACKYARD ADVENTURES
3001 N. Rouse Ave.
Pittsburg, KS 66762
ATTENTION: Customer Service, Warranty Claims Department