

## BACKYARD ADVENTURES LIMITED WARRANTY FOR TREEHOUSE, PEAK, AND SUMMIT OUTLOOK SERIES BRANDS

This Limited Warranty applies to products manufactured by or on behalf of BACKYARD ADVENTURES®, Inc. under the Treehouse™ Series, Peak™ Series, Summit Outlook™ Series.

All above ground wood components, Rocket Slides™, powder-coated steel components, and hardware are covered by a Limited Lifetime Warranty, that is, they are warranted for so long as the original owner owns such parts, accessories and components against rot and decay or defects in workmanship and materials that affect the structural integrity of the parts, accessories, and components. In the event of any rot, decay or defect during the period, BACKYARD ADVENTURES® will remedy the defect as described herein, without charge to the purchaser for parts, as soon as practical. 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.

BACKYARD ADVENTURES®, Inc. warrants that this product will be free from defects in materials and workmanship for a period of five (5) years from the original date of purchase. This five (5) year warranty covers all parts not mentioned in the above Limited Lifetime Warranty. In the event of any such defect during the five-year warranty period, BACKYARD ADVENTURES® will remedy the defect as described herein, without charge to the purchaser for parts, as soon as practical. 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.

In addition, within the first 30 days from date of purchase, BACKYARD ADVENTURES® will replace any parts found to be missing from or damaged in the original packaging.

This warranty applies to the original owner and registrant only 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 of the original product voids any and all warranties and BACKYARD ADVENTURES® assumes no liability for any modified products or consequences resulting from failure of a modified product.

These Limited Warranties apply to play sets purchased for and/or used in RESIDENTIAL USE ONLY.

Under no circumstance should a BACKYARD ADVENTURES® Summit Outlook™ Series product be used in public settings such as schools, churches, playgrounds, parks, day cares and the like. Such use may lead to product failure and potential injury. Any and all public use will void this warranty. Backyard Adventures® disclaims all other representations and warranties of any kind, expressed or implied. This 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.

## BACKYARD ADVENTURES LIMITED WARRANTY FOR DEALER PRIVATE LABEL PRODUCTS

This Limited Warranty by BACKYARD ADVENTURES® applies to products manufactured and sold to Dealers that are intended for private label use (i.e. Grand Series™ products).

All above ground wood components, Rocket Slides™, powder-coated steel components, and hardware are warranted for ten (10) years from the original date of purchase against rot and decay or defects in workmanship and materials that affect the structural integrity of the parts, accessories, and components. In the event of any rot, decay or defect during the ten-year warranty period, BACKYARD ADVENTURES® will remedy the defect as described herein, without charge to the purchaser for parts, as soon as practical. 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. BACKYARD ADVENTURES®, Inc. warrants that this product will be free from defect in materials and workmanship for a period of two (2) years from the original date of purchase. This two (2) year warranty covers all parts not mentioned in the above ten (10) year warranty. In the event of any such defect during the two-year warranty period, BACKYARD ADVENTURES® will remedy the defect as described herein, without charge to the purchaser for parts, as soon as practical. 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.

In addition, within the first 30 days from date of purchase, BACKYARD ADVENTURES® will replace any parts found to be missing from or damaged in the original packaging.

This warranty applies to the original owner and registrant only 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 of the original product 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 USE ONLY. Under no circumstance should a BACKYARD ADVENTURES® private label product be used in public settings such as schools, churches, playgrounds, parks, day cares and the like. Such use may lead to product failure and potential injury. Any and all public use will void this warranty. Backyard Adventures® disclaims all other representations and warranties of any kind, expressed or implied.

This 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.