

Rainbow Play Systems, Inc.® 2000 to Present Warranty

Subject to proper installation and normal residential use, Rainbow Play Systems, Inc. warrants to the original retail purchaser that, subject to the limitations stated below, all chain, seats, hardware, metal braces 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 warrants all ropes for a period of ONE YEAR from the date of purchase. Cracks in non-functional 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 five-year warranty will be repaired or replaced, at our option, and returned to the customer freight prepaid. Any warranty work that must be performed on site does not qualify under the warranty specification and will be billed directly to the purchaser. 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 retail purchaser all wooden components against structural failure due to corrosion, wood rot or insect infestation. Seasonal checks and 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. This limited lifetime warranty also applies to scoop, spiral and Rainbow wave slides, crawl tunnel, crow's nest, ductile iron swing hangers, tire swivel, King Kong 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 limited lifetime warranty will be replaced, free of charge and returned to the customer, freight collect. If you are working directly with your local showroom, all labor costs, travel expenses and any other charges involved in the installation or replacement of the parts will be your (the original purchaser's) 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 our factory for examination or recovery must be shipped freight prepaid, unless a Return Authorization Number is issued.

No warranty is offered on the following: (1) equipment subjected to abuse, negligence, improper installation, 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 EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF RAINBOW PLAY SYSTEMS, 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 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. 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.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.