WARRANTY

Lifetime
limited warranty on steel support posts against structural failure due to deterioration caused by defects in materials or manufacturing.*

Lifetime
limited warranty on Bolt-N-Go direct-bolt fastening systems against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.*

20 Year
limited warranty on aluminum post caps and aluminum clamps against structural failure caused by defects in material or workmanship.*

15 Year
limited warranty on steel rails, loops and rungs against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.*

10 Year
limited warranty on polyethylene components, sheet plastic, and decks against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.

10 Year
limited warranty on all site amenities, including all benches, tables, litter receptacles and bike racks, against structural failure due to corrosion or deterioration caused by defects in materials and workmanship.*

5 Year
limited warranty on Berliner Rope Play steel-core ropes and rubber components against structural failure caused by defects in material or workmanship.*

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One Year* General Warranty
Henderson Recreation warrants that all products not listed above will be free from defects in materials or manufacturing for one year.

General Warranty Terms
All warranty periods start at the invoice date. If any breach of this warranty occurs within the applicable warranty period, upon proper notification in writing of the defect, Henderson Recreation will, at its option, either repair or replace the defective product or part. Henderson Recreation will provide a repaired or replacement product or part under the terms of this warranty free of charge, but will not be responsible for any freight costs associated with the warranty claim or any labour or other costs associated with dismantling the defective product or part or installing the replacement product or part. A replacement product or part provided pursuant to this warranty will be guaranteed only for the balance of the warranty period applicable to the original product or part.

Warranty Claims
To be valid, all warranty claims must be submitted in writing promptly following discovery of the defect and within the specified warranty period. All warranty claims must be accompanied by a copy of the original invoice (or Henderson Recreation invoice number) and photograph(s) clearly identifying the defect in question.

* Items Not Covered By the Warranty
The following are not covered by the warranty: (i) products that are not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation; (ii) products that have not been regularly inspected, maintained and serviced and in accordance with Henderson Recreation's instructions; (iii) products that have been subjected to misuse, abuse, negligence or accident; (iv) products that have been subjected to modification, alteration, repair or addition or substitution of parts by persons other than Henderson Recreation or Henderson Recreation's designees, in a manner which, in the sole judgment of Henderson Recreation, affects the operation or condition of the products; (v) products that have been moved after the initial installation; (vi) damage resulting from vandalism or abnormal use; (vii) damage resulting from Acts of God (such as lightning, tornadoes, etc.) or environmental factors (such as salt water, chemical sprays, etc.), (viii) damage due to normal wear and tear; and (ix) cosmetic issues, including but not limited to scratches, dents, marring, natural fading or fading of colours, discolouration and the weathering of wood (including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of the wood). For the purpose of this paragraph, "weathering" does not include fungal decay or rot of any type, while "fungal decay" and "rot" mean attack by wood-destroying fungi that disintegrate the wood cell walls, but exclude surface mold and mildew fungi associ¬ated with the weathering of wood.

Liability Exclusions
THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY HENDERSON RECREATION REPRESENTATIVE MAY ALTER OR AMEND OR BE SUBSTITUTED FOR THIS WARRANTY.
TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL HENDERSON RECREATION BE LIABLE IN CONNECTION WITH ANY PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT.

Product Replacement
Henderson Recreation has a commitment to continuous product development and improvement and therefore reserves the right to make approved substitutions in design or specifications.

Loss or Damage In Transit
Henderson Recreation cannot be held responsible for the loss or damage of products by common carriers. Please check the bill of lading carefully to ensure your product is in good order prior to signing it. After the product departs our plant(s), we are no longer responsible for any loss, damage, or shortage.

Maintenance
The demand for safety requires regular inspection of playground structures for signs of wear and tear. All necessary repairs should be completed promptly by a qualified repair person. For more information on the regulations concerning playground equipment, installation, maintenance, and protective surfacing, please refer to your local and national safety standards.

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