

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 Mighty Shades™ steel framework against structural failure due to corrosion or deterioration caused by defects in materials or manufacturing.

20 Year* limited warranty on aluminum post caps and Orbis aluminum clamps against structural failure or 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 Mighty Shades™ fabric against deterioration, rot and seam failure.

5 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 or defects in material or workmanship.

One Year* General Warranty

Henderson Recreation Equipment Limited warrants that all products not listed above will be free from defects in materials or manufacturing for one year. Henderson Recreation will repair or replace all parts of the product or equipment found to be defective. All warranty periods start at date of invoice.

* Items Not Covered in the above Warranties

Product or equipment that is not installed in conformity with the layout plan and/or installation instructions provided by Henderson Recreation; product or equipment that has not been maintained and inspected in accordance with Henderson Recreation's instructions; product or equipment that has been subjected to misuse, negligence or accident; product or equipment that has been subjected to addition, modification, alteration, repair, or part substitution by persons other than Henderson Recreation or Henderson Recreation's designees. Labour or damages resulting from vandalism, abnormal use, incorrect installation, and lack of routine maintenance are not covered by the above warranties. These warranties do not include any or all of the following cosmetic issues: scratches, dents, marring, fading of colours, discolouration, normal wear and tear and natural fading, 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. The terms, "rot" and "fungal decay," as used in this warranty mean attack by wood-destroying fungi that

disintegrate the wood cell walls, but exclude surface mold and mildew fungi associated with the "weathering of wood." "Weathering" of wood is not decay, fungal decay, or rot of any type or definition. The above warranties are exclusive and in lieu of all other warranties, whether expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Further, no representation, oral or written, of any representative of Henderson Recreation may be substituted for the afore described limited warranties. To the extent permitted by law, Henderson Recreation shall not be liable for, direct, indirect, special, incidental, or consequential damages which are expressly excluded from the above warranties.

Any freight costs associated with the warranty claim, any costs for dismantling the defective part in order to replace it, and any installation costs associated with the replacement part(s) are not considered part of this warranty and will not be paid by Henderson Recreation. This warranty excludes liability other than that expressly stated, including but not limited to any incidental or consequential damages.

Warranty Claims

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

Product Replacement

Henderson Recreation Equipment Limited 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.

Henderson
recreation equipment limited