

## **Lifetime & Five-Year Warranties**

*The Original Rainbow® Series*

(applies to pages 64 – 135 of the 2008 Rainbow Design Book)

Please supervise your children's play activity and maintain your play equipment periodically as specified in the owner's manual.

Subject to proper installation and normal residential use, Rainbow Play Systems, Inc. warrants to the original retail purchaser that, for a period of **FIVE YEARS** from the date of purchase, and subject to the limitations stated below, all tarps, chain, seats, screws, powder-coated brackets, rungs and handles, plastic handles, ships wheel, periscope, binoculars, trapeze bar, chin up bar and accessories will be free from defects in material and workmanship. In addition, Rainbow warrants for a period of **ONE YEAR** from the date of purchase that all ropes and flags will be free from defects in material and workmanship. Merchandise covered under this limited five-year or one-year warranty will be repaired or replaced, at Rainbow's option, and shipped at the customer's expense to the Rainbow showroom handling the warranty work per Rainbow's normal method and timing of shipments to that showroom. Expedited shipping to the showroom location or to customer's designated location is also available but must be fully prepaid by the customer prior to shipment. All labor costs, travel expenses and any other charges involved in the installation or replacement of the parts incurred by the Rainbow showroom (or by the showroom's authorized agents or installers) handling the warranty work will be the original purchaser's responsibility. The warranty coverage described in this paragraph is the original purchaser's sole and exclusive remedy. The warranty coverage described in this paragraph also lasts only as long as the original purchaser owns the 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, and subject to proper installation and normal residential use, Rainbow Play Systems, Inc. warrants to the original retail purchaser all wooden components against structural failure due to wood rot or insect infestation. **Peeling, splintering, minor cracking caused by weather, surface cracks, knot holes and knots are natural characteristics of all wooden play equipment. Such imperfections that do not affect structural integrity are not covered under this warranty.** This limited lifetime warranty also covers defects in material and workmanship in the scoop, spiral and Rainbow wave slides, crawl tunnel, crow's nest, swing hangers, tire swivel, King Kong swivel, bolts and all dipped brackets, rungs and handles. Merchandise covered under this limited lifetime warranty will be repaired or replaced, at Rainbow's option, and shipped at the customer's expense to the Rainbow showroom handling the warranty work per Rainbow's normal method and timing of shipments to that showroom. Expedited shipping to the showroom location or to customer's designated location is also available but must be fully prepaid by the customer prior to shipment. All labor costs, travel expenses and any other charges involved in the installation or replacement of the parts incurred by the Rainbow showroom (or by the showroom's authorized agents or installers) handling your warranty work will be the original purchaser's responsibility. The warranty coverage described in this paragraph is the original

purchaser's sole and exclusive remedy. The warranty coverage described in this paragraph also lasts only as long as the original purchaser owns the 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.

For purposes of any warranty offered by Rainbow, the following are not considered defects in materials and workmanship if they do not affect the functionality of the component or system: (1) cracks in plastic components; (2) surface rust on hardware or powder-coated components; and (3) fading of any component or accessory, including, without limitation, ships wheel, periscope or binoculars.

Failure to maintain the play system properly – including, without limitation and by way of example only, not staining the unit or not checking or tightening the hardware as specified in the owner's manual – may cause the warranties described herein not to apply in certain circumstances. No warranty is offered on the following: (1) equipment subjected to abuse, negligence, improper installation, vandalism, acts of God, unauthorized alteration or attachment of equipment other than authorized Rainbow® accessories; 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.

→ For prompt warranty service, contact your local Rainbow Play Systems Factory Direct Showroom at 1-800-RAINBOW (1-800-724-6269).