

Rainbow Commercial Limited Warranty

What is covered: Subject to the limitations set forth below Rainbow Play Systems, Inc. (“Rainbow”) warrants, to the original retail purchaser, that the Rainbow play set (system) will be free from material defects in material and workmanship for the periods set forth below from the time of purchase, as follows:

TEN YEAR: Wooden components for structural failure only, due only to wood rot or insect infestation. The following non-wooden parts: scoop, spiral, and Rainbow roto wave slides, crawl tunnels, crow’s nests, panel mounts, swing hangers, tire swivels, structural bolts and vinyl coated parts (brackets, rungs and handles).

FIVE YEAR: All other non-wooden components not covered by the ten year or one year warranties.

ONE YEAR: Ropes, flags, and flag dowels.

What is NOT covered: The following are not covered by this warranty: (1) everyday wear and tear; (2) natural characteristics of wood (examples: peeling, splintering, minor weather or surface cracking, knot holes and knots); (3) cosmetic cracks in plastics; (4) surface rust, peeling of coating or corrosion on metal; and (5) fading, weathering, cracks/chips.

Termination of warranty: THE FOLLOWING ITEMS MAKE THIS WARRANTY NULL AND VOID: (1) failure to properly maintain the system, including, but not limited to, not staining or not tightening hardware; (2) abuse, negligence, improper installation, vandalism, acts of God, unauthorized alteration or attaching other than authorized Rainbow® accessories; (3) improper use, service or repair; (4) equipment subjected to irrigation systems or regular sprinkling; or (5) failure to use the system in conformity with the Owner’s Manual.

Remedy: Systems covered under this warranty will be repaired or replaced as determined by Rainbow. Shipping, handling, installation, or labor charges will be the original purchaser’s responsibility.

Warranty requirements and limitations: Your original sales receipt from an authorized Rainbow retailer is required for this warranty to apply. Rainbow reserves the right to examine photographs or actual components claimed to be defective, and to recover said components, prior to honoring this warranty. Merchandise returned to our factory for examination or recovery must be shipped freight prepaid by purchaser. This warranty is not transferrable.

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, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF RAINBOW CANNOT DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN ANY CLAIMS UNDER ANY SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE ABOVE 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 does not authorize any person, including the Rainbow showroom, to offer any other warranties for Rainbow.
- RAINBOW ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE OR USE OF THE SYSTEM. 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.

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

Please register your product online at <http://register.rainbowplay.com> for Rainbow’s recordkeeping and to verify original ownership of your play set.

How to get service: Please contact Rainbow Play Systems, Inc. at <http://register.rainbowplay.com> or via mail at 500 Rainbow Parkway, Brookings, SD 57006 for any warranty service.