

## PRODUCT WARRANTY

## **GORILLA PLAYSETS WARRANTY - 2018**

Gorilla Playsets. ("Gorilla") warrants its play sets to be free from defects in workmanship and materials, under normal use and conditions, for 10 years for above ground structural wood components and for one year for all other components (e.g., swings, hardware, plastics, tarps, rope ladder, etc.).

Gorilla warrants all remaining products, including but not limited to its Breckenridge Playhouse<sup>™</sup>, Free Standing Swing Set, Free Standing Tire Swing, See-Saw, Children's Picnic Table with Umbrella, Play-Zee-Bo<sup>™</sup> and spring riders to be free from defects in workmanship and materials, under normal use and conditions, for a period of 1 year.

Cosmetic imperfections and natural tendencies of wood such as peeling, splintering, warping, seasonal checking or cracking, knots or knot holes, etc. are normal characteristics of all outdoor wooden play equipment and are not covered by this warranty.

Wood rot or decay that develops because the product was installed in an area with poor drainage is not covered under this warranty. Lumber that has been damaged by wood boring bees, or conditions that develop as a result of faulty or improper installation of the product, are not covered by this warranty. Fading of stain, discoloration or mold on any wood part or accessory is not covered by this warranty. Cracks in plastic components, surface rust on hardware and chips on powder coated materials are not considered defects in material as long as they do not affect the functionality or structural integrity of the part or component.

It is the owner's responsibility to maintain the swing set This includes but is not limited to re-staining and resealing the lumber as needed and regular inspection to be sure all hardware is tight. Instructions for proper maintenance can be found on Gorilla's website. Imperfections or conditions that develop because of a failure to properly maintain the swing set are not covered by this warranty. Gorilla will repair or, at its discretion, replace any above ground part within the stated warranty period that is defective in workmanship or materials. This decision is subject to verification of the defect, which, at Gorilla's discretion, may be accomplished by submitting photographs or by delivery of the defective part to Gorilla Playsets [190 Etowah Industrial Ct., Canton, GA 30114. 1-800-882-0272 Monday to Friday 9AM-5PM EST]. Any warranty claim must include proof of purchase, including the date of purchase. In addition, within the first 30 days from the date of purchase, Gorilla will replace any parts discovered to be missing from or damaged in the original packaging.

This warranty is valid only if the product is used for the purpose for which it was designed and installed at a residential, single-family dwelling. This warranty is void if the product is used in a commercial, institutional or multi-family setting. This warranty does not cover normal wear and tear or (a) products that have been damaged by acts of God and/or nature, negligence, misuse or accident; (b) products that have been modified or repaired by unauthorized persons; (c) the cost of labor; or (d) the cost of shipping any replacement product or part.

GORILLA DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GORILLA WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty is non-transferable and does not extend to the owners of the product subsequent to the original purchaser. Some states do not allow limitations on implied warranties or exclusion of incidental or consequential damages, so these restrictions may not be applicable to you. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.



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