

Warranty

National Recreation Systems, Inc. ("Company") warrants to the owner ("Owner") that its products shall be free from defects in material and workmanship, after proper assembly and under normal conditions for the type of product, according to the following terms and conditions:

1 YEAR WARRANTY

- Failure of structural strength of any framework component.
- Galvanized chain link materials

5 YEAR WARRANTY

- Aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- Aluminized chain link materials

The warranty period shall begin from the date title to the goods passes to the Owner (typically F.O.B. Factory).

Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance, normal wear and tear, or other causes beyond the control of the Company are excluded from this warranty.

Any claim for defects covered by this warranty shall be promptly presented, in writing, to National Recreation Systems, Inc., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The Company shall then provide the Owner with written instructions for remedy.

Should defects covered by this warranty occur, the Company shall, at its option, repair or replace the defective product or defective portion thereof in accordance with the terms and conditions of this warranty.

This warranty is limited to the replacement or repair of materials only. Labor, removal, reinstallation, transportation, and related costs are not included, unless expressly authorized in writing by the Company. Any such authorization shall be determined on a case-by-case basis and shall not be construed as a waiver, modification, or extension of this warranty.

The Company shall not be liable to the Owner for consequential damages for breach of any written or implied warranty on its products, nor shall it be liable for incidental damages for breach of any written or implied warranty, unless incurred by the Owner because the Company did not perform any remedy hereunder within a reasonable time or because the Company imposed an unreasonable duty upon the Owner as a condition of securing any remedy hereunder. The Owner's exclusive remedy and damages shall be limited to the repair or replacement of defective products as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the Company and the Owner, and the warranties expressed herein exclude all other warranties, including those made by dealers, distributors, contractors, or applicators of the Company's products. All warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, are limited to the term of this warranty. Some states do not allow limitations on how long an implied warranty lasts; therefore, the above limitation may not apply to the Owner.

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



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