Berliner Warranty Certificate

Lifetime* **Limited Warranty** from date of invoice on steel support posts against structural failure due to corrosion, deterioration or manufacturing defects.

15 Year* Limited Warranty from date of invoice on all steel components, rails, loops, tubes, rungs, HDPE panels and components and aluminum connectors against structural failure due to corrosion, deterioration or manufacturing defects.

10 Year* Limited Warranty from date of invoice on all HDPE slides against breakage.

8 Year* Limited Warranty from date of invoice on all timber components against breakage.

5 Year* Limited Warranty from date of invoice on ropes, bamboo, polyethylene and rubber components against structural failure or defects in material or workmanship.

2 Year* Limited Warranty for all moving parts and bearings.

One Year Warranty* Berliner Seilfabrik warrants that all product or equipment purchased will be free from defects in workmanship or materials for one year from the date of invoice. Berliner Seilfabrik will repair or replace the parts of the product or equipment found to be defective free of charge.

*Items not covered in the above Warranties

Product or equipment that is not installed in conformity with installation instructions provided by Berliner Seilfabrik; product or equipment that has not been maintained and inspected in accordance with Berliner Seilfabrik'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 Berliner Seilfabrik or Berliner Seilfabrik's designees. Labor or damages resulting from vandalism, abnormal use, incorrect installation, and lack of maintenance are not covered by the above warranties. These warranties do not include any or all of the following cosmetic issues: scratches, dents, normal wear and tear, marring, deformation and cracking of timber and bamboo, fading of colors, discoloration, and natural fading. The above warranties are exclusive and 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 Berliner Seilfabrik may be substituted for the afore described limited warranties. To the extent permitted by law, Berliner Seilfabrik shall not be liable, 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 Berliner Seilfabrik. This warranty excludes liability other than that expressly stated, including but not limited to any incidental or consequential damages.

*For the purpose of this warranty, the term lifetime encompasses no specific term of years, but rather that the seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in material and manufacturing workmanship.

Warranty under Coastal or Chloric Conditions

Environments near sea water or chloric water can be extremely corrosive. Even with the appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in a less severe environment. Some corrosion and/or deterioration is considered "normal wear" in this environment. Any claim for finish failures or for corrosion of other components is not applicable to the above warranty if the installation is in direct contact with chloric water or marine water including water spray. Installations being not in direct contact with marine water but within 220 yards of a sea coast require extra maintenance. Regular documented evidence of washing down with clean water is required for a limited warranty to be considered.

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. Berliner Seilfabrik 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

Berliner Seilfabrik continually improves its products and equipment and reserves the right, when replacing products or parts, to make approved substitutions in design or specifications.

Loss or Damage in Transit

Berliner Seilfabrik cannot be responsible for the loss or damage of products by common carriers. After the product departs our plant(s), we are no longer responsible for any loss, damage, or shortage.

David Koehler, President Berliner Seilfabrik Play Equipment Corporation

