

FIVE YEAR LIMITED WARRANTY
TEN YEAR LIMITED WARRANTY (Specified Components)

Five Year Limited Warranty: Hershberger Lawn Structures, Ltd., 8990 SR 39, Millersburg, Ohio 44654, hereinafter the Company, warrants to the original purchaser its Play Mor Swing Sets to be free from defects in material and workmanship for a period of five (5) years from the date of sale.

Ten Year Limited Warranty: The Company warrants to the original purchaser (1) all treated yellow pine wooden components against damage caused by termites and fungal decay and (2) its metal braces, Play Mor Scoop Wave Slides, and Play Mor Baby Swings to be free from defects in material and workmanship for a period of ten (10) years after the original purchase date.

General Provisions Applicable to Both Warranties: "Defects" do not include surface rust on metal parts and chains; surface checking and cracking on wood which does not affect the structural integrity of the Swing Set; mold growth; fading, peeling, blistering, or any other deterioration of the factory coating application; or fading of colors on unit components and therefore such conditions are not covered by these warranties.

Our obligation under these warranties is expressly limited to repairing or replacing, at our option, any parts of the warranted item found by us to be defective in material or workmanship.

The Company's obligation under these warranties shall not include any transportation charges, cost of installation, nor any liability for special, indirect or consequential damage or delay, whether arising in contract, in tort, under warranty, or otherwise. Some states do not allow the exclusion or limitation on incidental or consequential damages, so the foregoing limitation or exclusion may not apply to you. The Company shall not be held liable under warranty for damage arising from transport, vandalism, or improper handling and storage at the site of any dealer or reseller prior to installation. Any improper use or abuse of the warranted item shall void this warranty. This limited warranty extends only to items used for personal, household or residential use, and not to public, commercial or other use.

The Company makes no other warranty, expressed or implied. The Company makes no warranty of merchantability or fitness for any particular purpose beyond the term of the express warranty; however, some states do not allow limitations on how long an implied warranty lasts, so this exclusion may not apply to you. No employee or representative is authorized to change this warranty in any way or grant any other warranty on behalf of the Company.

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

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