## ONE YEAR LIMITED WARRANTY

One Year Limited Warranty: Hershberger Lawn Structures, Ltd., 8990 SR 39, Millersburg, Ohio 44654, hereinafter the Company, warrants to the original purchaser its Champ Craft Play Sets to be free from defects in material and workmanship for a period of one (1) year from the date of sale.

General Provisions Applicable to Warranty: "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 Play Set, mold growth, fading, peeling, blistering, or any other deterioration of the stain application; or fading of colors on unit components and therefore such conditions are not covered by this warranty.

Our obligation under this warranty 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 this warranty 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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