

WARRANTY

Buyer agrees that products sold by
Miracle® Recreation Equipment Company
carry only the following warranty:

1. **LIMITED ONE HUNDRED (100) YEAR WARRANTY** on aluminum deck posts, steel deck posts, the Versalok® fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
2. **LIMITED TWENTY-FIVE (25) YEAR WARRANTY** on the performance of Play Terrain™ Rubber Crumb Safety Surfacing.
3. **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel support legs and Mira-Therm II on KIDS' CHOICE®, CENTER STAGE®, MEGA TOWER™, and TOTS CHOICE® against structural failure caused by corrosion, defective materials, or defective workmanship.
4. **LIMITED FIFTEEN (15) YEAR WARRANTY** on playsystem steel components including railings, rungs, and rigid climbers against structural failure caused by defective materials or defective workmanship.
5. **LIMITED FIFTEEN (15) YEAR WARRANTY** on Rockite® against structural failure caused by defective materials or defective workmanship.
6. **LIMITED TEN (10) YEAR WARRANTY** on all Play Cover™ steel frames against failure due to corrosion, deterioration, or faulty workmanship.
7. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain™ Rubber Crumb color steadfastness.
8. **LIMITED FIVE (5) YEAR WARRANTY** on all Play Cover™ fabric due to rot, UV deterioration (shades of red are limited to 3 years), or defective workmanship.
9. **LIMITED FIVE (5) YEAR WARRANTY** on Kidrox™ Climbing Rocks and RAINBOW BEND™ and enclosed waterslide fiberglass sections against structural failure caused by defective materials or defective workmanship. Limited one (1) year warranty on all waterslide and pool slide support structures, stairways, landings, and railings against structural failure caused by defective materials or defective workmanship.
10. **LIMITED THREE (3) YEAR WARRANTY** on Slashproof Seats and 360° Bucket Tot Seats for Swings against structural failure caused by defective materials or defective workmanship.
11. **LIMITED ONE (1) YEAR WARRANTY** on TODDLERS' CHOICE® main support materials and decks against structural failure caused by defective materials or defective workmanship.
12. **LIMITED ONE (1) YEAR WARRANTY** on bleachers against structural failure caused by defective materials or defective workmanship.
13. **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above including all moving parts and flexible climbers against structural failure caused by defective materials or defective workmanship.
14. **LIMITED SIX (6) MONTH WARRANTY** on sewn fabric components on Early Childhood products.
15. These limited warranties do not include fading of colors (except on Play Cover™ and Play Terrain™ Rubber Crumb), damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
16. All warranties begin on the date of Miracle's invoice. Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

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BUYER'S REMEDY If any of the products prove to be defective or non conforming under normal operations within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at P.O. Box 420, Monett, MO 65708 USA. Miracle will within a reasonable time repair or replace such defective or non conforming product by providing free of charge replacement part(s) to the site. Miracle will not be responsible for the cost of labor for the removal of nor the cost of labor for the installation of repaired or replacement part(s).

These limited warranties do not apply to structures not erected in conformity with Miracle's installation instructions, structures not maintained or inspected in conformity with Miracle's instructions, parts that have been modified, altered or misused, parts that have not been used as designed or intended, structures that have had parts added or substituted, damage or reduction in value due to vandalism, abnormal use, or abuse. Buyer, by acceptance and use of this warranty, agrees that it waives any rights it may have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees venue for any action shall be in Barry or Greene Counties in the State of Missouri.

Except as specifically stated herein, all warranties, express or implied, including but not limited to any implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE are hereby EXCLUDED. This warranty excludes any other liability other than expressly stated, including, without limitation, any incidental or consequential damages.