

WARRANTY

National Recreation Systems, Inc. ("company") warrants to owner ("owner") products to 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:

- A) 1 YEAR WARRANTY - failure of structural strength of any framework component.
- B) 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.
- C) The warranty period shall begin from the date title to the goods passes to the owner (typically F.O.B. Factory).
- D) Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance or other causes beyond the control of the "company" are excluded.
- E) Any claim for defects covered by warranty shall be promptly presented, in writing, to NATIONAL RECREATION SYSTEMS, INC., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The "company" then shall provide "owner" written instruction for remedy.
- F) Should defects covered by warranty occur the "company" shall repair or replace, at its option and at no cost to the "owner", the defective "product" or defective portion thereof subject to the terms and conditions of the warranty.

The "company" shall not be liable to the "owner" for consequential damages for breach of any written or implied warranty on its "products", and shall not be liable to the "owner" for any 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" has imposed an unreasonable duty upon the "owner" as a condition of securing any remedy hereunder. "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 in the first paragraph herein excludes all other warranties, such as those made by dealers, distributors, contractors, or applicators of the "products" of the "company".

All warranties, either expressed or implied, of merchantability of fitness for a particular purpose are limited to the term hereof. Some states do not allow limitations in 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.

Effective on any product shipped on or after 10/2012.
