# Avenlur Limited 5-Year Warranty

#### **GENERAL**

This warranty is valid only if the product is used for the purpose for which it was designed and installed at a residential, single-family dwelling. This warranty does not cover normal wear and tear or (a) products that have been damaged by acts of God and/or nature, negligence, misuse or accident; (b) products that have been modified or repaired by unauthorized persons; (c) the cost of labor; or (d) the cost of shipping any replacement product or part.

AVENLUR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AVENLUR WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty is non-transferable and does not extend to the owners of the product subsequent to the original purchaser. Some states do not allow limitations on implied warranties or exclusion of incidental or consequential damages, so these restrictions may not be applicable to you. This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Please retain your proof of purchase for all warranty claims.

This Limited Warranty does not cover:

- Labor for assembly
- Labor for replacement of any defective item(s).
- Incidental or consequential damages.
- Cosmetic defects which do not affect performance or integrity of a part or the entire product cosmetic flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping.
- Wood buried below ground level.
- Products to which non-Avenlur parts have been added or substituted.
- Damage due to environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources).
- Vandalism, improper use, failure due to loading or use beyond the capacities stated in the applicable Assembly Manual.
- Acts of nature including but not limited to wind, storms, sandstorms, lightning, tornadoes, earthquakes, hail, floods, excessive water exposure.
- Improper installation including but not limited to failure by the installer to follow all instructions, guides or directions.
- Installation on uneven, unlevel, or soft ground.
- Minor twisting, warping, checking, or any other natural occurring properties of wood that do not affect performance or integrity.

### **OUTDOOR ONLY SETS:**

This Limited Warranty applies to products manufactured by Avenlur. All above ground wood components, slides, accessories, and hardware are covered by a Limited 5-year Warranty, that is, they are warranted for so long as the original owner owns such parts, accessories and components against rot and decay or defects in workmanship and materials that affect the structural integrity of the parts, accessories, and components.

Cosmetic imperfections and natural tendencies of wood such as peeling, splintering, warping, seasonal checking or cracking, knots or knot holes, etc. are normal characteristics of all wooden play equipment and are not covered by this warranty. Checks or cracks in wood components that do not affect the intended function of the part, piece or overall swing set functionality are not covered under this warranty.

Wood rot or decay that develops because the product was installed in an area with poor drainage is not covered under this warranty. Fading of stain, discoloration, mold, or mildew on any wood part or accessory is not covered by this warranty. Cracks in plastic components, surface rust on hardware and chips on coated materials are not considered a defect as long as they do not affect the functionality or structural integrity of the part or component.

It is the swing set owner's responsibility to maintain the swing set. This includes but is not limited to staining and/or sealing the lumber as needed and regular inspections to ensure all hardware is tight. Instructions for proper maintenance can be found in your manual. Imperfections or conditions that develop because of a failure to properly maintain the swing set are not covered by this warranty.

Avenlur will, at its discretion, replace any above ground part that is defective in workmanship or materials within the stated warranty period. This decision is subject to verification of the defect, which, at Avenlur's discretion, may be accomplished by submitting photographs to <a href="mailto:info@avenlur.com">info@avenlur.com</a>, or by delivery of the defective part to Avenlur: Avenlur Returns; 110 South Newman St; Hackensack, NJ 07601. Any warranty claim must include order number and proof of purchase, including the date of purchase. Within the first 30 days from the date of purchase, Avenlur will replace any parts discovered to be missing from or damaged in the original packaging.

### INDOOR/OUTDOOR SETS:

This Limited Warranty applies to products manufactured by Avenlur. All wood components, slides, accessories, and hardware are covered by a Limited 5-year Warranty, that is, they are warranted for so long as the original owner owns such parts, accessories and components against rot and decay or defects in workmanship and materials that affect the structural integrity of the parts, accessories, and components.

Cosmetic imperfections and natural tendencies of wood such as peeling, splintering, warping, seasonal checking or cracking, knots or knot holes, etc. are normal characteristics of all wooden play equipment and are not covered by this warranty. Checks or cracks in wood components that do not affect the intended function of the part, piece or overall swing set functionality are not covered under this warranty.

Fading of stain, discoloration, mold, or mildew on any wood part or accessory is not covered by this warranty. Cracks in plastic components, surface rust on hardware and chips on coated materials are not considered a defect as long as they do not affect the functionality or structural integrity of the part or component.

It is the swing set owner's responsibility to maintain the swing set. This includes but is not limited to staining and/or sealing the lumber as needed and regular inspections to ensure all hardware is tight. Instructions for proper maintenance can be found in the product manual. Imperfections or conditions that develop because of a failure to properly maintain the set are not covered by this warranty.

As stated on th product listing and in the manual, the outdoor/indoor sets are not meant to be left outside for extended periods of extreme sun, rain, snow or wintery conditions. As with most outdoor wooden furniture, doing so will expedite the wear and tear of the wood and is thus not warrantied for that.

Avenlur will, at its discretion, replace any part that is defective in workmanship or materials within the stated warranty period. This decision is subject to verification of the defect, which, at Avenlur's discretion, may be accomplished by submitting photographs to <a href="mailto:info@avenlur.com">info@avenlur.com</a>, or by delivery of the defective part to Avenlur: Avenlur Returns; 110 South Newman St; Hackensack, NJ 07601. Any warranty claim must include your order number, proof of purchase, including the date of purchase. Within the first 30 days from the date of purchase, Avenlur will replace any parts discovered to be missing from or damaged in the original packaging.

## **INDOOR SETS:**

Avenlur will, at its discretion, replace any part that is defective in workmanship or materials within the stated warranty period. This decision is subject to verification of the defect, which, at Avenlur's discretion, may be accomplished by submitting photographs to <a href="mailto:info@avenlur.com">info@avenlur.com</a>, or by delivery of the defective part to Avenlur: Avenlur Returns; 110 South Newman St; Hackensack, NJ 07601. Any warranty claim must include your order number, proof of purchase, including the date of purchase. Within the first 30 days from the date of purchase, Avenlur will replace any parts discovered to be missing from or damaged in the original packaging.