

## Limited Warranty

Products manufactured by The Park Catalog are warranted against defect in materials and/or workmanship and in accordance with our published specifications. The Park Catalog further warrants our products as follows:

The Park Catalog's Select™ recycled plastic lumber will not suffer structural damage from termites or fungal decay, will not rot, split, crack or splinter, effective from the time of invoice through a period of fifty (50) years.

Limited twenty (20) year warranty against structural failure of all steel or aluminum frames used for bench, seat, picnic tables or trash receptacles.

Limited one (1) year warranty on any item not covered above.

This limited warranty is effective from the date of invoice issued by The Park Catalog. Should any failure occur within the warranty period, The Park Catalog requests a claim in writing along with the original purchase invoice indicating the date of purchase, purchase price, pictures of the defective product and a detailed description of the defect. If the claim is for non-conformity or breach which could be discovered by visual inspection, The Park Catalog requests written notice within 30 days of receipt and may request return of damaged products. Failure to give notice as required shall void any warranty and bar purchaser from any remedy.

The above warranties commence on the date of invoice issued from The Park Catalog. Should any failure occur within the warranty period, The Park Catalog shall upon written notification, correct the part(s) either by repairing the defective part(s) or by supplying a new part(s) within 60 days of receipt of the written notification. The Park Catalog shall not be responsible for providing labor or incurring the cost of labor to remove the defective part(s) and install any repaired or new part or parts. All replacement parts shall be guaranteed for the balance of the original warranty period. This warranty does not cover any claims arising from expansion or contraction of the product nor any differences in color, fading, or spotting intrinsic to the product.

**Voiding Of Warranty:** The warranty is valid only if the products have been assembled and installed as per The Park Catalog's instructions provided with each shipment and if the products have been properly maintained and inspected annually. This warranty does not cover claims for items that have been subject to abuse, improper or abnormal use, negligence, failure to maintain, fire, or accident including without limitation, acts of God, environmental pollutants, vandalism or that have been modified, altered or modified without the prior written approval of The Park Catalog or if The Park Catalog has not received full payment of the invoice price of the order containing the warranted product.

**Limitation of Liability:** Purchaser agrees that The Park Catalog's liability, under any warranty, whether in contract, in negligence or otherwise shall not exceed the amount of the purchase price paid. Under no circumstances shall The Park Catalog be liable for consequential, special or incidental damages. The price stated for the product is based upon and in consideration for limiting The Park Catalog liability. Neither The Park Catalog nor its representatives(s) approve, recommend or perform design review for specific applications of these products. No person or entity is authorized by The Park Catalog to make, and The Park Catalog shall not be bound by any statement or representation as to the performance of product other than what is contained in this warranty. This warranty shall not be amended or altered except in a written instrument signed by The Park Catalog and purchaser.

**Choice of Laws/Jurisdiction/Legal Fees Incurred:** If the purchaser brings any judicial proceeding in relation to any matter arising under this limited warranty, the purchaser irrevocably agrees that any such matter must be adjudged or determined in a court of competent jurisdiction within the State of Minnesota in the county of The Park Catalog's primary place of business and that such matters shall be determined under the laws of the State of Minnesota. The purchaser irrevocably submits generally and unconditionally to the jurisdiction of said court in relation to such matters. The purchaser shall be liable to The Park Catalog for any costs, disbursements and/or reasonable legal fees incurred in successfully defending The Park Catalog's position in such matters.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights, which vary from State to State.