

## **WARRANTY**

The Park Catalog provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within five (5) days. The Park Catalog is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. The Park Catalog will assist in filing claims if the freight arrangements were made by The Park Catalog at your request.

## **THERMOPLASTIC and POWDER COATED PRODUCTS**

The Park Catalog provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. The Park Catalog guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

## **LIFETIME LIMITED WARRANTY ON HARDWARE**

The Park Catalog provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

## **RECYCLED PLASTIC LUMBER PRODUCTS**

The Park Catalog provides a ten (10) year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from

termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

The Park Catalog guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

#### **IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD**

The Park Catalog provides a one (1) year limited warranty on IPE wood redwood and pressure-treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

#### **LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS**

The Park Catalog provides a one (1) year limited warranty on all the water fountains and the related components.

#### **SHADE STRUCTURES**

The Park Catalog warrants that the shade structure sold will be free from defects in materials under intended use for a period of ten (10) years from the date of delivery for fabric, for a period of twenty (20) years from the date of delivery on the steel structure with limited five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. The Park Catalog and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of The Park Catalog.

This warranty is in effect only if the structure has been assembled and installed in accordance with the The Park Catalog's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

The Park Catalog shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by The Park Catalog. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than The Park Catalog, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. **Shade fabrics** carry a ten (10) year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Yellow, which carry a

two (2) year limited warranty. Should the fabric need to be replaced under the warranty, The Park Catalog will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last four (4) years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (i.e. Hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind more than the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The fabric tops must be removed should a hurricane warning be issued.

The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. The Park Catalog reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

The Park Catalog does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

The limited warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to fire, cuts, vandalism misuse, "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms loads in excess of the applicable building code.

The Park Catalog does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond The Park Catalog's control. The Park Catalog will not be held responsible for any materials that were not properly stored prior to installation. The Park Catalog reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, The Park Catalog shall be placed on notice of defect in writing, delivered to The Park Catalog at 220 Congress Park Dr Suite 215, Delray Beach FL 33445, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, The Park Catalog will determine whether to repair or to replace defective materials. The Park Catalog, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

## **SHELTER**

The Park Catalog warrants that the shelter sold will be free from defects in materials under intended use and offers a ten (10) year limited warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions, five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. The Park Catalog and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of The Park Catalog for the first six years, thereafter pro-rated at 18% per annum over the last four years.

This warranty is in effect only if the structure has been assembled and installed in accordance with The Park Catalog's installation drawings and has been subjected only to normal intended use and exposure.

Some retro-fitting and field cutting may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. The Park Catalog assumes no warranties regarding finish durability.

The Park Catalog shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by The Park Catalog.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than The Park Catalog, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, The Park Catalog shall be placed on notice of defect in writing, delivered to The Park Catalog at the address indicated above, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, The Park Catalog will determine whether to repair or to replace defective materials. The Park Catalog, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

## **ActionFit PRODUCTS**

The Park Catalog offers a ten (10) year limited warranty on Steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle and moving parts, and cosmetic damage or defects.

Five (5) year limited warranty on stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. A two (2) year limited warranty on bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. One (1) year limited warranty on the rib belt of cycle, with the exclusion of cosmetic damage or defects.

## **ALL OTHER PRODUCTS**

The Park Catalog offers a one (1) year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

## **EXCLUSIONS**

The Park Catalog excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

The warranty excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

## **CANCELLATIONS AND RETURNS**

Cancellations are only accepted with approval of The Park Catalog. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of The Park Catalog. All returns must be shipped freight prepaid.