



## Xccent Fitness Limited Warranty Statement

### LIMITED WARRANTY:

Xccent Fitness warrants its products to the original customer to be free from structural failure due to defects in material or workmanship during normal use and installation, in accordance with Xccent Fitness instructions and specifications. This warranty is non-transferable and is valid only for the original purchase and installation of all products and/or equipment.

The Xccent Fitness limited warranty commences on the date of our invoice and terminates at the end period stated below. The stated warranty is valid only if the products are: installed properly and in compliance with the layout plan drawings and/or installation instructions provided by Xccent Fitness using approved parts; maintained and inspected on a regular basis as instructed by Xccent Fitness; subjected to normal use for the purpose with which the products were designed; not subject to vandalism, misuse, neglect, or customization by the customer; not subjected to unauthorized addition or substitution of parts; and not modified, altered or repaired by persons other than Xccent Fitness or its constituents in any respect which, in the sole judgment of Xccent Fitness, affects the condition or operation of the equipment. This warranty does not cover the following: A) Cosmetic damage or defects caused by unintended use. B) Damage due to normal wear and tear. C) Damage due to "Environmental conditions" such as windblown sand, salt water, salt spray, rust and oxidation, and industrial or vehicle emissions.

**THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE OF TRADE OR ADVERTISING. XCCENT FITNESS SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS WRITTEN OR ORAL OR IMPLIED WARRANTY ON PRODUCTS. EVEN IF XCCENT FITNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SAME.**

Limitations. Some jurisdictions do not allow limitations on how long an implied warranty may last, nor do they permit the exclusion or limitation of incidental or consequential damages. Accordingly some or all of the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, all of which may vary from jurisdiction to jurisdiction.

### LOSS or DAMAGE in TRANSIT:

Xccent Fitness is not responsible for product lost or damaged in transit. Our responsibility ends when the carrier signs the bill of lading, which is our indication that the product was complete and in good condition when shipped. It is the customer's responsibility to check the number of

pieces shown on the freight bill and our bill of lading. Any shortages or damages should be noted on the carrier's freight bill when signed at the time of delivery. **INSPECTION:** All products must be inspected upon receipt and claims must be immediately filed with the carrier and Xccent Play when there is evidence of shipping damage, either concealed or external.

#### **INSTALLATION:**

Xccent Fitness shall provide required repair or replacement parts free of charge, but will not be responsible for the cost of freight, labor or provision of labor for the removal of defective parts and the installation of replacement parts. Replacement parts shall be guaranteed for the remainder of the original warranty period. It is the customer's responsibility to assemble, install and use Xccent Fitness products in a safe manner and in accordance with our instructions.

#### **100 Year Warranty**

Stainless Steel Fasteners, Steel posts and caps, steel arches and stainless steel fasteners, against structural failure due to corrosion or manufacturing defects and against structural failure due to material or manufacturing defects.

#### **15 Year Warranty**

On all steel components (except 100-year steel posts and Arches), vinyl coated decks, ramps, beams, stairs and seating surfaces against structural failure due to material or manufacturing defects.

#### **10 Year Warranty**

On all fabric and steel shade systems against natural degradation, workmanship, or material breakdown due to ultra violet exposure.

#### **7 Year Warranty**

Site furnishings against structural failure due to materials or workmanship.

#### **5 Year Warranty**

On all PVC handholds, foot pads, ropes, plastic components against structural failure due to material or manufacturing defects.

#### **3 Year Warranty**

On any moving parts against structural failure due to material or manufacturing defects.