

Warranty

1. Warranty Periods

Equipment supplied by Adventure Playgrounds Pty. Ltd. ('**adventure+**') is guaranteed against structural failure due to corrosion, deterioration or faulty workmanship from the date of invoice for the periods as follows:

1. Steel/aluminium uprights, platform decks, fabricated climbers and components - 15 years.
2. Timber components - 5 years.
3. Spring rockers (including springs) and spinners - 5 years.
4. Moving and wearing parts are excluded from the equipment detailed at Clauses 1 - 4 above - 2 years.
5. Wire cored ropes, swing seats, trampoline mats, fibreglass, and plastic components - 2 years.
6. Non-structural coatings and paintwork - As per coating manufacturer's warranty.

2. Conditions of Warranty

This warranty extends only to:

1. Defects arising solely from corrosion, breakage, deterioration or faulty design, materials or workmanship under proper use of the Equipment subject to the exclusions at Section 3 below;
2. Equipment adequately maintained as detailed in the Owner's Manual;
3. Equipment installed or operated by a suitably qualified and experienced person in accordance with Installation Manual;
4. Equipment sold by **adventure+** or its authorised distributors and only where the Equipment is used and serviced within Australia; and,
5. where the defects appear in the Equipment within the applicable warranty period.
6. The cost of returning the Equipment including freight, packaging and insurance is the responsibility of the Purchaser, and such costs are not included in this warranty **adventure+** accepts no liability for loss or damage to the Equipment during transit.
7. Charges will apply for any non-warranty services performed by **adventure+** in response to a warranty claim.

3. Exclusions to Warranty

This Warranty does not cover:

1. unauthorised repairs, alteration, modification or substitution of any parts of the Equipment, installation or use of the Equipment not in accordance with the Owner's Manual supplied;
2. malfunction of Equipment due to faulty operation or installation (other than installation by **adventure+**);
3. Other goods that are not manufactured or supplied by **adventure+**;
4. Equipment not purchased from **adventure+** or its authorised distributors.

In addition to the above, this Warranty DOES NOT cover the following:

5. Damage or defects to the Equipment that ought reasonably to have been revealed to you by an examination of the Equipment, where you conducted such an examination before acquiring the product;
6. normal wear and tear due to the course of normal use;
7. variations in timber appearance and longevity, or cracking, twisting or splitting of timber exposed to the weather where the structural integrity of the play unit is not unduly affected;
8. deterioration due to corrosion where maintenance has not been carried out, or has not been properly documented, in accordance with the manufacturer's recommendations (Refer to Owner's Manual);
9. accidental damage, vandalism or damage caused by an event or circumstance even when beyond your or anyone else's control including damage caused by:
 - a. environmental factors, including but not limited to corrosion attributable to coastal or seaside atmospheric conditions,
 - b. discolouration of surfaces due to environmental factors such as, but not limited to, ultraviolet light,
 - c. abrasion of fibreglass surfaces, especially but not limited to, where installed in or near sand,
 - d. crushing, abrasion, impact with hard surface or damage caused in the transit of the product,
 - e. foreign material, or exposure of the product to excessive heat or cold or to solvents.

4. Limitation of Liability

The following statement applies if the supply of the Equipment to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means '**adventure+**', 'You' means the 'Purchaser' and 'goods' means the 'Equipment':

1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
2. Notwithstanding the preceding clause and to the extent permissible by law, the liability of **adventure+** is limited, in relation to the Equipment and at the discretion of **adventure+** to:
 - a. replacing the Equipment or the supply of equivalent goods;
 - b. the repair of the Equipment;
 - c. the payment of the cost of replacing the Equipment or of acquiring equivalent Equipment; or
 - d. the payment of the cost of having the Equipment repaired.
3. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and **adventure+** is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:
 - a. any increased costs or expenses;
 - b. any loss of profit, revenue, business, contracts or anticipated savings;
 - c. any loss or expense resulting from a claim by a third party; or
 - d. any special, indirect or consequential loss or damage of any nature whatsoever caused by **adventure+**'s failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.
4. The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Equipment or services to which this Warranty applies.
5. This warranty is not applicable outside Australia.

5. Investigation of Claims

All Equipment which is the subject of a warranty claim is subject to evaluation by **adventure+** before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

1. notify **adventure+** in writing within 30 days of the alleged defect first coming to the Purchaser's notice and within the warranty period;
2. provide **adventure+** all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The Playground Registration, invoice number or payment receipt are the Purchaser's best proof of purchase;
3. provide evidence that the Equipment has been installed correctly and is used in accordance with the instructions of **adventure+** supplied with the Equipment; and
4. make the Equipment available for inspection by **adventure+**, so that **adventure+** may carry out all necessary work with the Equipment.

6. Contact Details

To make a claim under this Warranty or to discuss the warranty service, please contact **adventure+**'s technical support at:

Address: 72 Latitude Boulevard, Thomastown VIC 3074

Phone number: 1300 237 587

Email: adventure@adventureplus.net.au