

Dynamo Industries warrants its products to be free from defect in materials or workmanship for a period of (1) one year during normal use and installation and in accordance with our published specifications. Additional limited warranties cover the Products against defects caused by deterioration affecting the structural integrity of the equipment during the following periods starting from the sale and/or delivery date:

- 100 year limited warranty on aluminum and steel posts, with the exclusion of cosmetic defects, and providing that proper maintenance was performed on rotating parts according to Manufacturer's instruction.
- 100 year limited warranty on moulded aluminum parts, with the exclusion of cosmetic defects.
- 15 year limited warranty on tubular aluminum and steel components, and aluminum and stainless steel connectors, with the exclusion of cosmetic defects.
- 15 year limited warranty on PVC-coated steel decks, with the exclusion of cosmetic defects.
- 15 year limited warranty on nylon bearings and ring junction pieces, with the exclusion of cosmetic defects.
- 10 year limited warranty on cable breakage, with the exclusion of cosmetic defects.
- 5 year limited warranty on rubber seats or rubber mats for net events, with the exclusion of cosmetic defects.
- 5 year limited warranty on aluminum components of Biggo Swing™ Seat, with the exclusion of cosmetic defects.
- 3 year limited warranty on premature wear of nylon cables, with the exclusion of cosmetic defects. Determination of what constitutes premature wear will be at Manufacturer's discretion.
- 1 year limited warranty on stainless steel chain for Biggo Swing™, with the exclusion of cosmetic defects.
- 1 year limited warranty on rubber bumper for Biggo Swing™, with the exclusion of cosmetic defects.
- 1 year limited warranty on nylon bushings for Biggo Swing™, with the exclusion of cosmetic defects.

The warranty stated above is valid only if the structures are erected in conformity with the installation instructions and procedures furnished by Dynamo Industries using approved parts; have been maintained and inspected in accordance with Dynamo Industries' instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to vandalism, misuse, neglect or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Dynamo Industries or its designees in a any respect which, in the judgment of Dynamo Industries, affects the condition or operation of the structures.

This warranty does not cover cosmetic items (such as scratches, dents, marring, fading, discolouring and weathering), paint, normal wear and tear, or damage due to checking and warping.

These warranties cover either replacement or repair, at the Manufacturer's discretion, of any Products according to the above descriptions. Transportation costs beyond the cost of shipping to Buyer's (or Buyer's agent's) location and installation-on-site costs are not covered by these warranties, except where specific arrangements are made with written consent from the Manufacturer.

To make claim under the terms of the Warranty, the Buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to the below listed address.

Glass Fibre Reinforced Concrete (GFRC) Limited Warranty

The company warrants GFRC sculptures against failure or defect, under normal usage conditions, for one (1) year from delivery-acceptance, excluding normal wear and tear. Normal wear and tear includes slight polishing of hand and footholds, slight fading of the color, hairline cracking of the concrete shell at stress points, minor scratches, minor chipping, weather related stains and efflorescence as a natural curing by-product. The company shall be notified of any failure or defect and shall repair or replace the damaged portion of the structure within 30 working days of notification at the company's sole expense, except where delayed by weather or access conditions.

Limitation of Remedies

The Company acknowledges that the remedies under this Limited Warranty shall be the repair or replacement of the Product or any components thereof which are determined by the Company to be defective in material or workmanship or, at the sole option of the Company, the refund of the purchase price of the Product in question. The Company shall not be liable for injury to property other than the Product itself.

Automatic Termination of Warranty Obligations

Any obligation of the Company under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by the Company and the Company shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

1. Accident, misuse, abuse or negligent use of the Product or any component thereof;
2. Any repair or alteration of the Product or any component thereof made outside the Company's facility, except by an employee of the Company or individual authorized to do so;
3. Improper installation or operation (including both mechanical and electrical) of the Product or any component thereof;
4. Shipment, handling, or natural catastrophic events;
5. Failure to provide normal maintenance for the Product or any component thereof.

Limitation on Damages (Consequential Damages Excluded)

The Company shall not be responsible for, nor does this Limited Warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which the Company may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the Product, lost goodwill, lost resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Owner, its agents, subdistributors, customers or any other persons.

Enforcement of Limited Warranty

Owner will immediately notify the Company in writing of any Product or component thereof to be repaired or replaced. Owner's written notice shall specify the Product or component thereof as well as list the facts or reasons supporting or underlying owners claim for relief under this Limited Warranty. Allegedly defective Products or components thereof shall be made available to the Company for repair or replacement. In the event that the Company elects to repair or replace the allegedly defective Product or component thereof, the Company shall ship and or travel, at the Company's expense, said replacement or repaired Product or component to owner via the lowest priced transportation available to the Company.