

PARKITECT AG

Reutenenstrasse 22, CH-9042 Speicher AR

WARRANTY

<u>What is Covered?</u> This warranty covers defects in materials and workmanship at the time of transfer of risks in PARKITECT pumptracks sold completely assembled by PARKITECT or an authorized PARKITECT dealer ("Product").

How Long Does Coverage Last? This voluntary manufacturer's warranty is limited to:

10 years for the functional strength of all precast concrete elements,

5 years for the functional strength of all: galvanizing and non-coated steel/metal parts, solid plastic parts and wooden parts preserved by oil impregnation on a regular basis, depending on local weather conditions,

2 years on surfaced plywood boards, wood surface treatment, as well as galvanizing, sealants & paint coatings,

from the date of purchase of the Product and is limited to the first purchaser of the Product. Failure to report a defect to PARKITECT or to a PARKITECT dealer within 2 months after first possible detection shall make this warranty void. Transfer of the Product from the first purchaser to another person terminates this limited warranty.

The limited warranty shall only be granted in case a maintenance service has been effected according to inspection and maintenance requirements as set forth in the Owner's manual and Product's maintenance instructions. The effected annual maintenance service shall be confirmed by stamp and signature. In case such an annual maintenance service has not been effected the warranty shall be void. Costs for maintenance and service have to be borne by the owner of the Product.

Repaired or replaced components of the Products are covered for the remainder of the original warranty period and subject to the conditions outlined in the original warranty, to the extent permitted by law.

Hereby PARKITECT grants a worldwide voluntarily manufacturer's warranty. To the extent permitted by law and unless a shorter duration is stipulated by law, any warranties implied by law are limited in duration to maximum ten, respectively five or two years, from the date of purchase of the Product and are limited to the first purchaser of the Product.

What Will PARKITECT Do? PARKITECT will replace or repair any defective Product at PARKITECT's discretion. Shipping costs incurred from replacement will be borne by PARKITECT. The defective parts shall be returned upon request. You must pay charges in connection with replacement of any non-defective parts. In such a case, you will be alerted to the advisability of replacing non-defective parts, so you can pre-authorize the costs.



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What Does this Limited Warranty Not Cover? This limited warranty does not cover defects which did not exist before the transfer of risks. This limited warranty does not cover Products used in rental operations. This limited warranty does not cover purchases of demonstration Products (used Product). This limited warranty does not cover improper installations, exposure to vandalism, misuse or intensive strain or exposure to unforeseen environmental conditions. This limited warranty does not cover any defect caused by "wear and tear" as well as by loose or unscrewed nuts and bolts, surface corrosion on metal parts and paint peel-off, discoloured surfaces and other cosmetic issues, cosmetic wood deformation, splintering and resin leaks, by accident, neglect, improper handling, improper transportation, abuse, misuse, an act of God, improper assembly, non-compliance with recommended maintenance and care procedures, improper or incorrectly performed maintenance or repairs performed by someone other than an authorized PARKITECT dealer, use of parts or devices not consistent with the Product, and alteration of the Product. All Products come with a manual; please carefully follow the instructions located there or affixed elsewhere to the Product. To the extent permitted by law, consequential and incidental damages are not recoverable under this limited warranty.

How Do You Make a Claim Under this Limited Warranty? To make a claim under this limited warranty, you must notify PARKITECT of the claimed defect within the warranty period and provide a full description of the defect and corresponding photos as evidence. Please contact your authorized PARKITECT dealer, call PARKITECT's customer service or the national PARKITECT distributor. All returned Products must be accompanied by proof of purchase (invoice) from an authorized PARKITECT dealer or this limited warranty will not apply. In case of replacement or refund, returned Product becomes the property of PARKITECT.

It is obligatory to show a protocol of effected inspection and maintenance service together with the defective part in case of a warranty claim.

How Do State Laws Affect Your Rights Under This Limited Warranty? This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Recommendation

We strongly recommend that you use only authorized PARKITECT dealers for yearly maintenance services and for repairs, as improper or incorrectly performed maintenance or repairs voids this limited warranty. Costs for maintenance service have to be borne by the consumer.