

## **Bike Rack Warranty**

American Parks Company (APC) will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, APC's liability is limited to repair or replacement, at APC's option, of products found in APC's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by APC.

The air pump for the Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty.

The Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 - 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty.

APC will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from APC. APC will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall APC be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from APC or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein.

No agreement varying or extending the foregoing warranty will be binding upon APC unless it is in writing and signed by a duly authorized officer of APC.