

Koala Limited Warranty

Koala Corporation ("Koala") warrants that at the time that any baby changing station, child protection seat, infant seat cradle, shopping cart seat, high chair, wire and bead table, block table, activity cube, fun wall, carpet, table or chair is delivered to purchaser, they will be free from defects in material and workmanship under normal use and service, with proper maintenance, for a period of five (5) years. Koala warrants that at the time any other item not specifically included above is delivered, it will be free from defects in material and workmanship, under normal use and service, with proper maintenance, for a period of one (1) year. These warranties are *limited* to, at the option of Koala, the repair or replacement of the defective item, provided that such item is returned to Koala, transportation prepaid, for Koala's inspection and approval. Further, Koala offers a five (5) year replacement policy against vandalism of a baby changing station. Should the baby changing station become vandalized rendering the unit unsafe or unusable, Koala will replace the unit. This vandalism replacement policy is subject to a \$100.00 deductible.

The express warranties herein contained are purchaser's sole and exclusive remedies and in lieu of any and all other warranties, expressed or implied, including any implied warranty or merchantability or fitness for any particular purpose. Purchaser acknowledges that it is not relying upon Koala's skill and judgment to select or furnish goods suitable for any particular purpose and that there are no warranties that are not contained in the agreement. Koala shall not be liable for damages, including special, incidental, or consequential damages, arising out of or in connection with the performance of goods or their use by purchaser. These warranties shall not apply, and Koala makes no warranties expressed or implied, to any subsequent purchaser of the goods or to any other party. These warranties shall not apply to goods that have been subject to misuse or abuse, misapplication, repair or tampering in any way so as to affect performance.

Some states do not allow the exclusion of implied warranties or the limitation or exclusion of incidental or liability to purchaser or any third party exceed, in the aggregate, the purchase price paid for such goods.