LIMITED WARRANTY

WHAT IS COVERED?

Radio Flyer Inc. warrants that its products will be free from defects in material and workmanship occurring under normal use for a period limited to one (1) year from the date of the original purchase if the product is not registered with Radio Flyer and two (2) years from the date of original purchase if the product is registered with Radio Flyer within one (1) year of the date of original purchase of the product. You can register <u>online</u> at or with a customer service representative by calling 1(800)621-7613.

WHO IS COVERED?

This warranty only covers the original purchaser of the product and cannot be transferred to any other person. The product must have been assembled and maintained per the product instructions.

WHAT IS NOT COVERED?

This warranty does not cover:

- non-Radio Flyer product (including MP3 players);
- misuse, lack of care, mishandling, accident, abuse or other abnormal use; or use of the product other than for its intended purpose;
- damage caused by improper or unauthorized repair or maintenance;
- products that have been modified or altered;
- normal wear and tear,
- cosmetic issues such as fading or scratches from normal wear, or
- any other cause not arising from defects in material and workmanship.

HOW DO I MAKE A WARRANTY CLAIM?

You can make a warranty claim <u>online</u> or by calling a customer service representative at 1(800)621-7613.

HOW DO I REGISTER MY NEW RADIO FLYER?

Register your Radio Flyer toy by following this link: http://content.radioflyer.com/ask/product_registration.aspx

SOLE AND EXCLUSIVE REMEDY

Your sole and exclusive remedy for breach of this limited warranty, and Radio Flyer's sole and exclusive liability, is to either repair or replace the defective product. Repaired or replaced products will be warranted to the end of the warranty period of the original product. They do not extend the original warranty period.

DISCLAIMERS

This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RADIO FLYER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL RADIO FLYER OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR LOSS OF USE OF THE PRODUCT, EVEN IF RADIO FLYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the limitation of implied warranties or the exclusion of consequential or incidental damages, therefore the above limitation of implied warranties or the exclusion of consequential or incidental damages may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.