

# Warranty Certificate

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**CONTROLLING TERMS:** An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

**PRICES:** Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees and other charges. Any such taxes, fees and charges will, at PLAYWORLD SYSTEMS option, be added to the price, paid directly by the customer or reimbursed by customer if paid by PLAYWORLD SYSTEMS.

**TERMS OF PAYMENT:** Unless credit is specifically granted in writing by PLAYWORLD SYSTEMS, payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by PLAYWORLD SYSTEMS on the invoice) thirty (30) days from the date of invoice thereof.

If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to PLAYWORLD SYSTEMS, PLAYWORLD SYSTEMS, in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to and/or defer or discontinue further shipments without prejudice to any other lawful remedy available to PLAYWORLD SYSTEMS. PLAYWORLD SYSTEMS also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate PLAYWORLD SYSTEMS for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges).

A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by PLAYWORLD SYSTEMS in the enforcement of Customer's rights hereunder.

**SET OFF:** PLAYWORLD SYSTEMS shall have the right at any time and without notice, to set off any liability or obligation of Customer to PLAYWORLD SYSTEMS against any liability or obligation of PLAYWORLD SYSTEMS to Customer.

**FREIGHT CHARGES:** Determined and collected by carrier.

**LOSS or DAMAGE in TRANSIT:** PLAYWORLD SYSTEMS is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

**DELIVERY:** Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

**INSTALLATION:** PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

**INSPECTION:** All products must be inspected upon receipt and claims must immediately be filed with the transportation company and PLAYWORLD SYSTEMS when there is evidence of shipping damage, either concealed or external.

**EXPORT:** Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

## LIMITED WARRANTY:

PLAYWORLD SYSTEMS warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the PLAYWORLD SYSTEMS invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by PLAYWORLD SYSTEMS using approved parts; maintained and inspected in accordance with PLAYWORLD SYSTEMS instructions; subjected to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, or accident; not subjected to unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than PLAYWORLD SYSTEMS

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or its designees in any respect which, in the sole judgment of PLAYWORLD SYSTEMS, affects the condition or operation of the structures

This warranty does not cover: 1) Cosmetic damage or defects such as surface scratches, dents, marring, fading, or discoloration; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog).

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD SYSTEMS FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY PLAYWORLD SYSTEMS REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

**EXCLUSIVE REMEDY:** To make a valid claim under the terms of this Warranty, the Customer's written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by PLAYWORLD SYSTEMS at the following address:

**1000 Buffalo Road,  
Lewisburg, PA 17837-9795 USA**

on or before the end of the applicable warranty period.

Should any breach of this warranty occur within the applicable warranty period, PLAYWORLD SYSTEMS shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at PLAYWORLD SYSTEMS option, within 60 days of receipt of such written notification. PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for removal, installation, assembly or otherwise. Any replacement part shall be subject to this warranty for the balance of the original applicable warranty period but not thereafter.

**LIABILITY EXCLUSIONS:** TO THE EXTENT PERMITTED BY LAW, PLAYWORLD SYSTEMS SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT,

CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT.

THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

**FORCE MAJEURE:** PLAYWORLD SYSTEMS shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

**SAVINGS CLAUSE:** If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

**GOVERNING LAW:** All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

**DISPUTES:** Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Eastern District of Pennsylvania in all matters arising out of or relating to the sale of products and/or services hereunder.

No action, regardless of form, arising out of, or in any way connected with, the products or services furnished by PLAYWORLD SYSTEMS, may be brought by Customer more than one (1) year after the date of the Customer's purchase order.

**DESIGN:** PLAYWORLD SYSTEMS will attempt to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

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**Warranty Periods end as follows for the different types of products stated below:**

### Playworld products:

- **Lifetime** on steel and aluminum posts, all stainless steel hardware, clamps, T's, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- **25 years** on Spring Mates® aluminum castings, and steel coil springs and steel C-springs.
- **20 Years** on all Recycled Plastic Lumber.
- **15 Years** on all perforated steel decks; Eco-Armor panels, roofs and crawl tubes; stainless steel slides, aluminum slides and PlayWeb™ tubular steel parts.
- **10 Years** on all rails, loops, rungs, fitness systems, sheet steel, rotomolded and sheet plastic components, Fun Centers, fiberglass signage, RockBlock Handholds, Indoor Climbing Wall Handholds, accessible swing seats, steel-core cable, and precast concrete products, including Climbing Boulders and Diggables™ made from Polyfibercrete®.
- **5 Years** on all Cushion Play®, swing seats, ground based play moving parts, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- **1 Year** on NEOS® lenses and light tubes; all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware;\* Indoor Climbing Wall Mats; all other moving parts, and any other materials not covered above. (\*An extended 3-year NEOS® parts-only warranty is available for purchase. Contact your Playworld Dealer or Playworld Systems for more detail.)

### Playworld/PlayDesigns Shade products:

- **20 Years** on steel posts, all hardware, clamps, shackles, wire, post caps and cast aluminum parts.
- **10 Years** on steel tensioning devices.
- **10 Years** on Shade fabric components against structural failure, mildew, significant fading, deterioration, cracking or discoloration due to ultraviolet exposure outdoor heat or cold, due to defects in materials or workmanship. Playworld Systems may repair or replace the product at its sole discretion. In the event that replacement of a product is warranted, Playworld Systems shall replace the product at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.

### PlayDesigns products:

- **Lifetime** on steel posts, all stainless steel hardware, clamps, T's, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- **25 Years** on PlayPals® aluminum castings, and steel coil springs and steel C-springs.
- **20 Years** on all Recycled Plastic Lumber.
- **15 Years** on all perforated steel decks and stairs.
- **10 Years** on all rails, loops, rungs, fitness systems, rotomolded and sheet plastic components, Fun Centers, fiberglass signage, RockBlock Handholds, accessible swing seat, and precast concrete products, including Climbing Boulders and Diggables™ made from Polyfibercrete®.
- **5 Years** on all Cushion Play®, swing seats, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- **1 Year** on NEOS® lenses and light tubes; all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware;\* all other moving parts, and any other materials not covered above. (\*An extended 3-year NEOS® parts-only warranty is available for purchase. Contact your Playworld Dealer or Playworld Systems for more detail.)

### LifeTrail products:

- **Lifetime** on steel posts and stainless steel hardware.
- **10 Years** on all steel weldments, grab bars seat posts, ancillary steel equipment, rotomolded plastic components, and fiberglass signage.
- **5 Years** on all moving parts.
- **1 Year** on all other materials not covered above.