

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.
2. **LIMITED TWENTY-FIVE (25) YEAR WARRANTY:** Spring Mates® aluminum castings.
3. **LIMITED FIFTEEN (15) YEAR WARRANTY:** Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playworld recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
4. **LIMITED TEN (10) YEAR WARRANTY:** Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
5. **LIMITED FIVE (5) YEAR WARRANTY:** Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts. Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies).
6. **LIMITED THREE (3) YEAR WARRANTY:** Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.
7. **LIMITED ONE (1) YEAR WARRANTY:** NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)
8. **LIMITED SIX (6) MONTHS WARRANTY:** PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace

them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



Safety & Standards

CERTIFICATIONS AND SAFETY STANDARDS: ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental-responsible manufacturing.

ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for “CPSC Pub.325” to see Playworld Systems, Inc.’s CPSC-compliant products.

- **CPSIA** – Playworld Systems, Inc.’s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008.



The European Norm (EN) covers general safety requirements and test methods. Look for “EN1176” to see Playworld Systems, Inc.’s EN-compliant products.



The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.’s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service

whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing In Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. DESIGN: Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.