

10 Year Limited Warranty

North West Rubber Ltd., (“NWR”) warrants that the PlayFall[®] Safety Surfacing System will be free from defects in materials and workmanship. NWR further warrants that the PlayFall Safety Surfacing System complies with the requirements of the ASTM F1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

Warranty Coverage

- NWR warrants that the PlayFall Safety Surfacing System has been tested and complies with ASTM F1292-09 Fall Height Performance Specifications.
- NWR warrants that the PlayFall Safety Surfacing System will maintain its fall height performance for a period of ten (10) years from date of purchase.
- NWR warrants that the PlayFall Safety Surfacing System will be free from defects in materials and workmanship.

Warranty Duration

This is a 10 year limited warranty, prorated as outlined in the warranty coverage schedule shown below.

Any segment of a PlayFall Safety Surfacing System that meets the warranty criteria will be replaced in conjunction with the warranty coverage schedule below.

Information and physical evidence will be required to process any claim.

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which seller is responsible
0-5	100%
More than 5, but less than 6	50%
More than 6, but less than 7	40%
More than 7, but less than 8	30%
More than 8, but less than 9	20%
More than 9, but less than 10	10%

Warranty Remedies

- NWR warrants each segment of the system to be free from defects in material or workmanship and agrees to replace any segment (product supply only) which discloses such defects when used under normal conditions.
- This remedy covers only replacement of the product, FOB Abbotsford, BC, Canada. In the event of a Warranty Claim, contact your dealer.
- This remedy is the sole and exclusive remedy available to the Original Purchaser for breach of express or implied representations or warranties with respect to the product.

Warranty Exclusions

This warranty does not cover product failure caused by:

- Improper installation or maintenance (see installation, care and maintenance instructions) including, but not limited to, the product being installed on top of improper sub- surface preparation or improper adhesive use.
- An act of negligence, abuse, accident, misuse, including, but not limited to: vandalism, civil disobedience, act of crime, act of war and the like occurs.

- Acids, caustic materials or petroleum chemicals and the like, direct or airborne.
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic.
- Extreme excessive forces (up to 2000 pounds per square inch). Common contributors of this type of force include, but are not limited to, high heels, as well as narrow tipped chair supports.
- Repairs, alterations or modifications made to the surfaces without prior consultation, consent or authorization from *NWR*.

Warranty will also be void in the case where:

- The Original Purchaser fails to comply with all terms and conditions stated herein.
- The Original Purchaser denies *NWR* and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- The original purchaser uses the product for any application other than the one it is intended for.
- Payment for the product has not been made in full.

In the event of a Warranty Claim, proof of purchase from *NWR* or a qualified dealer is necessary for the Warranty to be valid.

Liability Limitations

The liability of *NWR* for damages resulting from the use or misuse of the product shall in no event exceed the replacement cost of the product, FOB Abbotsford, BC, Canada.

In no event will *NWR* be liable to the original purchaser or any third party for damages, including any lost profits, lost savings, or other consequential or incidental damages arising out of the use or inability to use the product even if *NWR* and its representatives have been advised of the possibility of these damages.

In the event that an installation is confirmed to have a legitimate warranty claim it is the responsibility of the manager(s) of the facility to secure the site and prevent its use until repairs are made and the site is returned to standard. *NWR* will not be liable for any injuries, incidents or damages that occur on a warranty claim site prior to the site being remedied.

Some jurisdictions do not allow the limitation of liability for incidental or consequential damages so the above may not apply.