



North West Rubber Ltd., (“NWR”) offers the following limited warranty on the PlayFall[®] Safety Surfacing System.

1. NWR warrants that all products it supplies will meet the applicable product specifications specified by NWR and will be free from defects in material and workmanship at the time of shipment from NWR and for five (5) years (the “**Initial Warranty Period**”) thereafter. If defects appear during the Initial Warranty Period, NWR will, at its sole option and as the customer’s exclusive remedy, repair or replace the defective product. If there are defects in material and workmanship subsequent to the Initial Warranty Period and up to ten (10) years from the original date of shipment, NWR will replace the products and charge the customer a prorated amount based on years of use. This calculation will be based on current prices (plus tax) at the time of replacement and is set out in charts below:

Number of years from date of original shipment to date of claim	Percentage of replacement price for which customer is responsible
0-5	0%
6 or less	50%
7 or less	60%
8 or less	70%
9 or less	80%
10 or less	90%

2. The Warranty only applies provided that NWR receives written notice (mailed to address below) of the defect along with proof of purchase from NWR or an authorized dealer. To claim under the Initial Warranty Period, the receipt of the required information by NWR must be within ten (10) days of the end of the Initial Warranty Period.
3. This Warranty applies to materials only and does not include any other cost, such as delivery, installation, removal, or labor costs. This warranty is not transferable and is valid only for the original customer.
4. Any defect determined by NWR not to be due to a defect caused by NWR (e.g. if it is attributable to alteration, modification, negligence, or misuse by the customer or another person) is not covered by this Warranty. The normal wear and aging of your product due to normal usage is not covered by this Warranty.
5. Designs, data, and other technical information supplied by NWR are supplied “AS IS” and are not covered by this or any other warranty, except as expressly stated otherwise in writing by NWR.
6. NWR warrants that the PlayFall[®] Safety Surfacing System complies with the requirements of the ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment

Warranty Exclusions

This warranty is in lieu of all other representations, warranties, conditions, guarantees, obligations or liability, expressed or implied, including any warranty of merchantability or fitness for a particular purpose other than the use zone of playground equipment.

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.
- Normal wear in heavy usage (such as, under swings, slide exits, around spinner apparatus, etc.) and high traffic areas. Wear patterns in these areas are normal and considered a maintenance item (not eligible for warranty coverage).
- 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.
- The customer fails to comply with all terms and conditions stated herein.
- The customer denies NWR and/or its representative access to the installed product and/or fails to cooperate in providing permission for this access.
- The customer 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 no event will NWR be liable to the customer or any third party for any damages, including for personal injury or death, 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/or its representatives have been advised of the possibility of these damages. The liability of NWR shall in no event exceed the replacement cost of the product.

In the event a warranty claim is sought, it is the responsibility of the customer to secure the site where the warranty claim is sought and prevent its use until repairs/ replacement occurs and the site is remedied. NWR is not required to honour this warranty in the event any warranty claim site is not properly secured and, for greater certainty, NWR is not liable for any personal injury or death that occurs, including while any warranty claim site has not been remedied.

THIS IS THE ONLY WARRANTY OFFERED BY NWR. NWR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

****Original Proof of Purchase Required****