



Play Structures

LIMITED PRODUCT WARRANTY

Revised December 31, 2014

Subject to the limitations, exclusions and provisions set out herein, PlayPower LT Farmington, Inc. warrants its products, under normal use and proper maintenance, as follows:

Limited One-Year Warranty - On all products against failure due to defects in material and workmanship.

Limited Warranty For As Long As You Own The Product - On all aluminum posts, steel posts, stainless steel hardware and KidBuilders® steel clamps against structural failure due to corrosion and defects in materials and workmanship.

Limited 50-Year Warranty - On the impact attenuation performance of LandSoft® Rubber Mulch safety surfacing when maintained to Little Tikes Commercial Play Structures specifications.

Limited 15-Year Warranty - On all rigid main play structure plastic, steel, and vinyl coated components against structural failure due to corrosion and defects in materials and workmanship.

Limited 10-Year Warranty - On all ShadeBuilders® steel frames against failure due to defects in materials and workmanship.

Limited 10-Year Warranty - On LandSoft® Rubber Mulch color steadfastness.

Limited 10-Year Warranty - On all Naturtek™ products against failure due to defects in materials and workmanship.

Limited 8-Year Warranty - On the impact attenuation performance and appearance of LandSoft Synthetic Turf safety surfacing when maintained to Little Tikes Commercial Play Structures specifications.

Limited 5-Year Warranty - On all ShadeBuilders® fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship

Limited 5-Year Warranty - On all coated steel rope cables and Matrix® steel cables against structural failure due to corrosion and defects in materials and workmanship.

Limited 5-Year Warranty - On all Clever Climbers™ polyethylene slides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.

Limited 3-Year Warranty - On KidTiles®, KidTimbers® Border Panels, Playground Sculptures and all KidRiders® products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.

Limited 1-Year Warranty - On all Learning Lab™ Sensory Tables and Tot Tree plastic components against failure caused by defects in materials and workmanship.

Limited 1-year Warranty - against structural failure due to defects in materials or workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing bearings, chains, trolleys, springs, flexible climbers, and play panel mechanisms.

LIMITATIONS, EXCLUSIONS AND ADMINISTRATION

- The warranty periods set out above shall begin on the date products are shipped from Seller's facility. Repaired and/or replaced products are warranted through the expiration of the original warranty period.
- Seller's Limited Warranty extends only to the original purchaser/end user of products from Seller or Seller's authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases products from the Original Purchaser.
- Seller's Limited Warranties specifically do not cover defects and damages caused by: normal wear and tear, such as scratches, dents, mars, rope fray, color fade and surface rust; improper installation and assembly, use, service and/or maintenance inconsistent with Seller's instructions and product specifications; unauthorized product modification and/or alteration; improper repair; neglect, abuse or vandalism; severe weather and natural disaster.
- Seller's sole obligation relative to the above stated warranties is to provide replacement parts, products and materials only. Seller is expressly not required to cover labor charges or costs related to removal, repair, replacement, installation, service or handling of parts, products, or materials.

- All warranty claims for covered products occurring within the above stated warranty periods must be submitted by Buyer in writing to Seller within thirty (30) days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be directed to:

PlayPower LT Farmington, Inc.
Attn: Customer Service
PO Box 897
Farmington, MO 63640
Phone: 800.325.8828
Facsimile: 573.760.7468
Email: warranty@ltpcs.com

Seller may elect, in its sole discretion, to inspect the alleged defect(s) at Buyer's site or at Seller's facility. Buyer shall not return parts to Seller until authorized by Seller to do so. Authorized returns to Seller's manufacturing facility in Monett, Missouri must be properly packaged and shipped prepaid and insured, at Buyer's expense. After inspection and verification of warranty coverage, repaired or replacement parts and products shall be shipped to Buyer at Seller's expense. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

- The above warranty is for repair or replacement only. Except to that limited extent, Seller shall not under any circumstance be liable for any loss, cost, damage or expense of any kind arising out of breach of this warranty or otherwise. Without intending to limit the foregoing sentence, it is specifically provided as follows: 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.

- 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.

ADDITIONAL ORDER POLICIES

Prices: Published prices are subject to change without notice. All orders are subject to approval by PPLT. All prices are in U.S. dollars. Product prices are FOB Monett, Missouri and do not include freight - freight charges will be added to product prices. Lease purchasing options are available through the Lease Program.

Invoice Terms: Net 30 Days. Finance charge of 1 1/2 % per month or maximum allowable by law will be added to past due balance.

Sales Tax: Will be added to the invoice except when a tax exempt certificate is furnished.

Freight Charges: Products are shipped FOB Monett, MO, Pre-Pay and Add. For orders from Municipalities, Government Agencies, School Systems and Businesses (listed favorably with Dunn & Bradstreet), freight will be prepaid and added to the invoice in accordance with PPLT's standard freight rate chart. For orders that are to be prepaid, please contact our Sales Department for a firm freight quote before sending your prepaid order.

Weights: Shown as approximate and include packing materials

Delivery Terms: Within the United States, F.O.B. Monett, MO. For Exports (overseas shipments), typically shipments are EXW (Ex Works Factory) Monett, MO, USA. Consult the PPLT Sales Department for special terms and desired arrangements. Ocean and air freight options are available.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition. Before you sign, please check this bill of lading carefully when the shipment reaches you to make sure there are no damages or shortages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage. All claims for loss or damage to product should be reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to PPLT's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

Cancellations and Returns: Cancellations will be accepted upon written notification at our offices. Returns will be accepted only when freight charges are prepaid, insured, and we have expressly authorized the return. Please provide invoice number, invoice date, and reason for your return. Parts not included are custom parts, as well as used or damaged parts. There will be a restocking fee for all returned orders and on canceled orders.

Specifications and Product Appearance: PPLT has a policy of continuous product improvement and reserves the right to discontinue or change specifications or product appearance without written notice.

Freight Carrier Information: All freight is shipped unassembled via UPS (if able) or common carrier. On all common carrier shipments, the customer is responsible for unloading. Inside delivery is available for an additional charge.

Commitment to Safety

Nothing is more important than a safe, positive play environment for children to play. Our commitment to providing this positive environment starts with meeting and/or exceeding compliance with the performance safety specifications established by organizations such as ASTM, CPSC, CSA and EN. Beyond compliance, we are an active participant in many of these standard writing bodies providing input into the standard development process. Our associates and representatives have the knowledge and experience to provide positive play designs that provide the challenge and play value for all children.

Commitment to the Environment

Protecting and preserving the environment for our children's future is a priority of everyone at PlayPower LT Farmington, Inc. We are committed to closing the recycling loop by using pre-consumer recycled material wherever possible and ensuring nearly everything we make can be recycled back into the environment. From steel and aluminum to rubber and plastic, almost everything we make uses some amount of recycled material. By installing a Little Tikes Commercial Play Structures play structure we are all doing our part to ensure a better world for our children.

GUIDELINES AND STANDARDS

The Consumer Product Safety Commission (CPSC) created playground safety guidelines to help local communities, schools, day care centers, corporations and other groups build safe playgrounds. The Handbook for Public Playground Safety includes safety guidelines for designing, constructing, operating and maintaining public playgrounds.
 U.S. Consumer Product Safety Commission
 Washington, D.C. 20207
 E-mail: info@gov
 www.CPSC.gov

ASTM

The American Society for Testing and Materials (ASTM) is an independent world renowned developer of technical standards utilized in testing products. Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, F1487 & F2373 establishes nationally recognized safety standards for public playground equipment.
 American Society for Testing and Materials
 100 Barr Harbor Drive
 West Conshohocken, PA 19428-2959
 E-Mail: service@astm.org

CSA

Canadian Standard Association (CSA) is an independent organization whose mission is to provide an open and effective forum for activities facilitating the development of standards to meet national needs. The CSA Standard CAN/CSA-Z614, A Guideline on Children's Playspaces and Equipment was approved.
 Canadian Standard Association
 5060 Spectrum Way Suite 100
 Mississauga, Ontario, Canada L4W 5N6
 1-800-463-6727
 www.csa.ca

TÜV Product Service

TÜV Product Service is a world renowned leader in testing and certification activities. European Standard EN1176 is the most up-to-date combined European Standard for Commercial Playground Equipment. Use of the TÜV certification mark is evidence to the customer of product quality and compliance to stringent safety standards.
 TÜV SÜD America
 10 Technology Drive
 Peabody, MA 01960
 www.TUVamerica.com

CPSIA is the federal law mandating acceptable levels of various substances used in the manufacturing process for products used by children under the age of twelve. Insist on CPSIA compliance.

ASTM-F1487 CAN/CSA-Z614 EN1176

KidBuilders®, SkyBuilders™, PlayBuilders®, MaxPlay® Systems and Clever Climbers™ play equipment has been tested to be in conformance with safety requirements and standards set forth by ASTM F1487, CAN/CSA - Z614 and EN1176

When installed according to our layout drawings and installation instructions, KidBuilders, SkyBuilders, PlayBuilders, MaxPlay Systems and Clever Climbers play equipment meet guidelines as defined in the U.S. Consumer Product Safety Commission's Handbook for Public Playground Safety and the Canadian Standard CAN/CSA-Z614.

KidBuilders, PlayBuilders, MaxPlay Systems, Clever Climbers and Spring Riders have been certified to the EN 1176 by TÜV Product Service GMBH.



PlayPower LT Farmington, Inc. is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment.

In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.11, 10 & 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.5, 10 & 11; or both. The use of the corresponding logo in Little Tikes Commercial Play Structures catalog signifies that Little Tikes Commercial Play Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Check the IPEMA website (www.ipema.org) to confirm product validation.

Validation is an ongoing process as new products are certified and released. Please contact your local representative for an updated listing or visit our web site at www.littletikescommercial.com



PlayPower LT Farmington, Inc. Is certified to ISO 9001:2008 & ISO 14001:2004

Contract # GS07F6384A

American Welding Society Certified D1.1

Canadian Welding Bureau Certified

warranty