

Little Tikes Commercial Brand products are warranted against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

### **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:**

Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder™ steel clamps.

### **LIMITED 15-YEAR WARRANTY:**

All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

### **LIMITED 10-YEAR WARRANTY:**

Fabric shade steel frames, Naturtek<sup>a</sup> products, Shadesure<sup>a</sup> and Colourshade FR fabrics (*Note Exception: Limited Five (5) Year Warranty on Shadesure<sup>a</sup> fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.*)

### **LIMITED 8-YEAR WARRANTY:**

- Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
- LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
- Shade fabric and components against rot, UV deterioration and defects in materials and workmanship

*(Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).*

### **LIMITED 5-YEAR WARRANTY:**

- Clever Climbers<sup>a</sup> products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
- PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections *(Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).*

### **LIMITED 3-YEAR WARRANTY:**

KidTiles<sup>™</sup>, Playground Sculptures, KidRiders<sup>™</sup> products (excluding spring assemblies), flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

### **LIMITED 1-YEAR WARRANTY:**

- Learning Lab Sensory Tables and Tot Tree plastic components.
- Belt Swing Seats, and Bucket Tot Swing Seats.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

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**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 Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the

cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). 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 Barry or Greene Counties in the State of Missouri.

#### **LIMITATIONS:**

All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) 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 Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), 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-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere; without pre-approval by Little Tikes Commercial;
- 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.

Little Tikes Commercial 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.

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## **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:** Will be as noted on the invoice. Finance charge of 1 ½ percent per month, may be incurred.

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

Sales tax percentages are based on delivery destination.

**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.