

Childforms® Play Systems and Products Warranty

- Lifetime limited warranty on Childforms® steel uprights.
- Lifetime limited warranty on all clamps and stainless-steel hardware.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.
- Ten-Year limited warranty on Funtimbers[™] (Not recommended for use with aggregate or gravel)
- Five-Year limited warranty on HDPE panels.
- One-Year limited warranty on nylon-covered cable net climbers and components.
- One-Year limited warranty on Net Climbers
- One-Year limited warranty on site furnishings parts and materials.
- Five-Year limited warranty on site furnishings thermoplastic coating.
- Five-Year limited warranty on integrated shade products. (Shade fabric must be removed if hurricane force winds are expected)
- One-Year limited warranty on all other Childforms® products.

General Warranty Information:

For warranty purposes, "lifetime" represents no specific term of years, but that Childforms® warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all of its parts will be free from defects in the material and manufacturing workmanship.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; dents, scratches or marring as a result of use. Warranty only valid if products are properly



installed and maintained per Childforms® installation instructions and warranty card is completed and registered below:



To validate warranty of Childforms products, the end user must complete the information below and return it to:

Childforms Warranty Department 110 Charleston Drive, Suite 106 • Mooresville, NC 28117

Company Name:		
Contact Name:		
Mailing Address:		
Physical Address:		
Phone: Fax:		
E-mail:		
Customer Signature:		
Date of Order:	Date of Installation:	
Products Ordered:		
Childforms [®] Representative: Installer Name:		<u> </u>
mistanci Name.		
For Use by Childforms [®] Warranty De	partment ONLY	
Original Order:	Warranty #:	
Date Received:	Filed By:	



Warranty specifically excludes:

Cosmetic damage or defects, such as surface scratches, dents, fading, marring, or discoloration due to normal wear and tear from normal use. Damage due to "Acts of God", such as flooding, lightning, hail, tornadoes, earthquakes, sandstorms and windstorms. Damage due to environmental factors, such as salt water, salt spray, windblown sand or other airborne emissions from industrial sources. Damage to Funtimbers™ due to issues such as scratches, dents, weathering, normal wear and tear, abuse, neglect, improper installation, being hit with lawn mower or weed eater, or being installed below grade.

Additional warranty Notes:

For potential claims – email photos to <u>customerservice@childforms.com</u>. Warranty claims shall not include removal, disposal, loss of use, shipping or installation costs of the replacement product. Any replacement product shall carry the same limited warranty as set forth herein from the date that it is issued by Childforms®. Upon receipt of an eligible warranty claim and within a reasonable

time thereafter, Childforms® will replace the Childforms® product determined to be non-conforming on a pro-rated basis at the then MRSP. Any replacement is subject to the examination of and

written approval by Childforms® and is limited to the exclusions set forth below. Any replacements furnished by Childforms® in fulfillment of this limited warranty are only warranted for the unexpired portion of the original warranty. In the event a product manufactured by Childforms® does not conform to this guarantee, Childforms® liability shall be limited to supplying a replacement of the defective product or product part and Childforms® does not warrant its products against any

product damage by the following: (1) Any misuse, tampering, or abuse by the end customer or any third party, (2) Exposure to or application of chemical compounds, including but not limited to cleaning solvents, (3) Abnormal weather exposure, (4) Alterations to or improper installation of any Childforms® product, (5) Physical loss, (6) Accident or negligence of the end customer or any third party, (7) Disasters including but not limited to fire, flood, wind, or lightening, and (8) installation of any size Funtimbers™ below grade. If the end customer discovers that any Childforms® product does not conform to the product's specifications that were in effect at the time of purchase within its limited warranty period, the end customer must promptly notify Childforms® in writing within thirty (30) days of defect discovery. Upon investigation, Childforms® will determine the appropriate course of action and notify the end customer in writing of such determination. Childforms® makes no warranty in connection with the use of its products, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose, and of infringement, property damage, or personal injury. The direct purchaser of this product affirms that it has relied on its skill and judgment in selecting the product and determining appropriateness for its needs. No distributor, salesperson, dealer, retailer, or other representative of Childforms® has the authority to make warranties of fitness for a particular purpose or to change these warranties either orally or in writing. The limited warranties and performance of Childforms® shall be governed by the laws of the state of North Carolina, without reference to conflicts of law provisions. The direct purchaser agrees that any lawsuit relating to any matter arising under this limited warranty initiated by or on behalf of the direct purchaser, shall be subject to the exclusive jurisdiction in a state or federal court in the County of Iredell, State of North Carolina, United States of America. If the direct purchaser is located outside of the United States, the provisions of the



United Nations Convention for the International Sale of Goods shall be expressly excluded from the terms of sale.