

WARRANTY

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

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

1. 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.

2. LIMITED FIFTEEN (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.

3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, Naturtek™ products, Shadesure™ and Colourshade FR fabrics. (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

4. LIMITED EIGHT (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.)

5. LIMITED FIVE (5) YEAR WARRANTY:

• Clever Climbers™ 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 fading of cable coating.)

6. LIMITED THREE (3) YEAR WARRANTY: KidTiles®, Playground Sculptures, KidRiders® products (excluding spring assemblies), flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

7. LIMITED ONE (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.

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;

• 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.

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, FOB 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 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, EN, and TÜV. 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 challenge and play value for all children.

COMMITMENT TO THE ENVIRONMENT

Protecting and preserving the environment for our children's future is a priority for everyone at PlayPower LT Farmington, Inc. We are committed to closing the recycling loop by using consumer recycled material wherever possible and ensuring nearly everything we make can be recycled. 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 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

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 Climber play systems meet guidelines and standards as defined in the US Consumer Product Safety Commission's Handbook for Public Playground Safety, ASTM F1487, and 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 9001:2015
 & ISO 14001:2015



Contract #
 GS03F055AA



American Welding
 Society Certified D1.1



Canadian Welding
 Bureau Certified