



WISDOM PLAYGROUND

Limited Warranty

Wisdom Playgrounds Inc. warrants its products 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: Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

Basic Clause:

Lifetime Limited Warranty on all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.

Lifetime Warranty

Wisdom Playgrounds offers a lifetime warranty on all hot-dipped galvanized or stainless steel parts and high-density polyethylene (HDPE) panels.

15-Year Limited Warranty

On all steel arches, robinia and erythrophleum wood parts, high-pressure laminate (HPL) parts, all plastic components (including edging), all aluminum and steel components not covered above, climbers, outdoor musical instruments, decks and coatings (except Wiggle Ladders, Chain Ladders, and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence. Pre-galvanized posts with painted top layer, painted surface on galvanized or aluminum metal parts, electro-galvanized metal, molded PP decks, solid or hollow plastic parts, transparent polycarbonate types, (PC) parts, wood-plastic composite (WPC) parts, larch, pine and other wood types, rope and net constructions.

8-Year Limited Warranty

On climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty

Cable Connections, cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects, and PVC coating against cracking or peeling. Resin-coated plywood parts, springs and ball-bearing assemblies, graphic print on PC panels, concrete parts. Does not cover damage that may be associated with the natural characteristics of bamboo aging, including but not limited to; discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

Our 5-year warranty on shades encompasses protection against any manufacturer defect or malfunctions that may arise during the specified period including shade structure moving parts, cables and materials not specifically listed elsewhere.

3-Year Limited Warranty

On all moving parts i.e.: all swing seats and hangers, mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, trolleys and bumpers, Coil Spring, including gliders, belting material, resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

2-Year limited Warranty

On all moving plastic or metal parts, rubber membranes, sunshade or sail solutions not falling into the category above.

Special Clause:

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this

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environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the play structures and/or equipment are erected to conform with the Wisdom Playgrounds installation instruction and maintained according to the maintenance procedures furnished by Wisdom Playgrounds Inc.

Natural Wood Items:

Please note that all natural wooden components of our playgrounds, except those explicitly described above, are not covered under this warranty. Wood is a natural material, and as such, it is subject to natural behaviors such as twisting, cracking, splintering, and other changes in appearance or structure due to varying environmental conditions, including dryness and moisture. These changes are part of the uncontrollable nature of wood and do not affect the integrity or safety of the structure. Therefore, such occurrences are not considered defects and are excluded from coverage under this warranty.

Buyer 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 Wisdom Playgrounds Inc. in writing at 2140 S Dupont Highway, Camden City, Kent, Delaware 19934. Wisdom Playgrounds Inc. may elect to inspect the alleged defect at the Buyer site or at the Wisdom Playgrounds facility. Buyer shall not return products to Wisdom Playgrounds Inc. unless authorized by Wisdom Playgrounds Inc. to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer expense. Upon verification of warranty coverage, Wisdom Playgrounds Inc. may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Wisdom Playgrounds Inc.'s limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. 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 the State of Delaware.

Limitations:

All warranty periods begin on the date of Wisdom Playgrounds Inc. invoice. Repaired and/or replacement parts 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 Wisdom Playgrounds Inc. or a Wisdom Playgrounds Inc. authorized reseller, and are not transferable. Warranties apply only to Wisdom Playgrounds Inc. products that are erected and installed in conformance with Wisdom Playgrounds Inc. installation instructions, and that are maintained and inspected in conformance with Wisdom Playgrounds Inc. maintenance and operational instructions.

Warranties specifically do not cover Wisdom Playgrounds Inc. products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, 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- Wisdom Playgrounds Inc. parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- 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.

Wisdom Playgrounds Inc. does not warrant that any particular color will be available for any specific period

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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 SELLERS' 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 PART.

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