

# **Warranty**

## **AN IMPORTANT SAFETY MESSAGE**

A soft and resilient surface should be placed under all playground equipment to cushion accidental falls.

The "use zone" to be covered and depth of cushioning vary with the type and height of equipment, as described in section 10 of the Handbook for Public Playground Safety published by the Consumer Products Safety Commission, Washington, D.C. 301-504-7908. It is important for all owners and users of institutional and public playground equipment to follow the guidelines.

It's the responsibility of the purchaser to know if the product complies with the codes and guidelines recommended for their state, city, county etc.

Since the installation and maintenance, and use of the products Future Play manufactures are beyond the company's control, Future Play cannot accept liability for playground equipment that is: 1) improperly installed; 2) improperly maintained or: 3) improperly used.

Future Play, Inc. reserves the right to change product specifications at any time without incurring obligations. Some product pictures may not reflect changes made to meet new CPSC guidelines.

## **BASIC POLICY AND PROVISIONS**

Playset's are shipped via Curbside Shipping. Delivery will be done by a tractor/trailer (a big truck). The driver is only responsible for delivering (driving) the order to your curb. A delivery appointment is scheduled by the freight company via the phone number (s) you provide in your order. No delivery will be made unless an appointment is set. The delivery person requires your assistance in unloading the order. Any additional services, such as two-man delivery or inside delivery are not included in the price of the freighted item. The cost of these additional services varies from city to city. They usually cost between \$50.00 and \$150.00 extra. You may purchase the additional services directly from the freight carrier when delivery is scheduled. It is a good idea when you make your appointment, to have the freight company call you 30 to 45 minutes before delivery so as to avoid having to wait for the driver to show up.

## **RECEIPT OF SHIPMENT/CUSTOMER RESPONSIBILITY**

Before signing for you order, check to see that you are receiving the same number of cartons, bundles, loose pieces etc., indicated on your receipt.

**Note any shortages or visible damage on your receipt and have the driver note these also.** Damage which is found after you unpack the shipment (concealed damage) must be reported to Future Play Customer Service immediately. Please closely inspect your shipment! Most freight companies allow 10 days from receipt to report concealed damage.

**NOTE: If you discover damage of any kind, DO NOT DESTROY ANY ORIGINAL SHIPPING CARTONS.**

## **LOSS OR DAMAGE IN SHIPMENT**

Customer signing bill of lading at time of delivery is our receipt from the carrier. **We** therefore, are **released of all responsibility** for loss or damage in transit. Merchandise, as received by you, should be carefully checked against the freight bill to be sure delivery of all items has been made.

Count the shipment and inspect for damage. If shipment is not delivered to you in good order and in accordance with the quantity shown on the Freight Bill of Lading, please note the shortage or damage on the Freight Bill before you sign for the shipment. Please contact your Future Play sales representative to advise the company of the shortage or damage.

As soon as possible after delivery, open all cartons and inspect for concealed damage. If you do have shortages or damage in cartons, please contact your representative's office immediately so replacements can be made.

Do not throw away your copy of the Freight Bill. Any damaged or missing pieces not signed for as such on the Freight Bill of Lading will be replaced at the replacement cost, and freight charges will be charged to deliver the merchandise to your site.

Please note that the driver is obligated to bring your merchandise to the end of the trailer. It may then be advisable to have someone on hand to assist in unloading the merchandise as these systems come on **10 foot long pallets** and **weigh a minimum of 500 pounds**.

## **RETURNS, SHIPPING AND HANDLING CHARGES**

All shipments are FOB origin, and shipping and handling is not included in the price. Freight charges include normal tail gate delivery within the continental United States. (Additional charges will be added for shipments out the continental U.S.) "Inside Delivery" requests must be specified on the order. There are additional charges for "Inside Delivery," "Residential," "Limited Access," and call before delivery." Please call for estimates on these charges.

**Returns** will not be accepted without prior written authorization from Future Play. **Restocking charges (30%)** and all freight charges will apply. Absolutely no returns will be authorized on equipment which has been installed or equipment which has been in storage for more than 30 days.

**Special orders** are made to order by the manufacturer and are not eligible for returns, credits or expedited shipping. These items may have lead times up to 6 weeks in some cases and **cannot be cancelled after 72 hours** after purchasing because they are being made to order. **Orders cannot be cancelled by email, or fax, you must talk to a customer service representative to cancel an order and receive an authorization number.**

## **INSTALLATION**

All products delivered knocked down (not assembled) unless otherwise noted. Assembly instructions and a packing list are included in the hardware box (s) of your shipment and should be carefully checked against the order immediately.

## **ERRORS AND PRODUCT CHANGES**

Due to the possibility of typographical errors as well as fluctuations in raw materials costs, prices and descriptions are subject to change without notice. Future Play reserves the right to change product specifications or colors at any time without incurring obligations. Pictures may not reflect changes made to meet new CPSC guidelines.

## WARRANTIES

Future Play, Inc. warrants its structures to be free from defects in materials and workmanship under normal use and services for the periods set forth below.

### LIMITED WARRANTY FOR PLASTIC PLAY STRUCTURES

Subject: to normal use, Future Play warrants all products of properly assembled equipment against defect in workmanship and materials, for a period of one year from the date of the original shipment.

### LIMITED 20 YEAR WARRANTY

This warrants against failure due to corrosion that has caused the plastic components **manufactured by Future Play** to become structurally inadequate.

### LIMITED LIFETIME WARRANTY- RESIDENTIAL ONLY

This warrants against failure due to corrosion that has caused the plastic components **manufactured by Future Play** to become structurally inadequate. **This warranty applies to the original purchaser ONLY.**

## MAINTENANCE

Because of the high quality and durable construction the beautiful appearance and safe play environment will last for years with only simple maintenance required. On regular basis, routine inspections should be performed; any loose parts tightened, bearings lubricated, worn chain and S hooks replaced, slides and swings check etc. Cleaning plastic will keep it looking new.

This warranty only applies to the **original purchaser**.

All returns must be approved in advance.

If structure is assembled improperly or contrary to instruction, or altered in any way our warranty will be void.

The warranty does not cover damage caused by vandalism, misuse, abuse, neglect, or acts of nature.

Photographs may be required to determine eligibility for replacement parts.

Any items returned must first be approved in advance. Future Play reserves the right to accept or reject any claim in whole or in part.

The above stated warranties do not cover "cosmetic" defects, such as scratches, dents, marring or fading; excessive wear and tear, exposure to extreme weather or salt or chlorine atmosphere conditions or environments, unauthorized repair, abnormal use lack of maintenance or

other cause not within Future Play, Inc's control but limited to defects that result in structural failure due to material corrosion or deterioration.

Upon presentation of valid claim within the applicable warranty period, Future Play shall at its option replace the defective part or parts not including transportation and/or labor costs. This remedy is the buyer's sole and exclusive remedy. In no event shall Future Play be liable for any indirect special, incidental or consequential damages.

Replacement orders for warranted products will be for the component part only. **(Not the entire product**