

Warranty

10 YEARS STRUCTURAL WARRANTY on all Cedar Log Structural Parts, Floors Decks, that comprise Bears Cedar Log Playground Structures.

5 YEARS: on all Super Duty Plastic Slides, Wire Cable Rope, Steel Parts and Accessories.

2 YEARS on all Hand Carved and Natural Wood Products such as Carved Mushrooms, Tables and Chairs, Tie Hoppers, Tree Cowboy play events, Etc.

1 YEAR on all Barrier Nets, Fabric Roofs, Rope, Sand Box Covers, Standard and Premium Duty Plastic Slides and Parts. Moving Parts, such as swings, spinners, panels, and other parts not covered above.

Tenns and Conditions: The warranty provides for defects in workmanship and materials from the date of purchase. Warranty as stated above will cover the cost of the specific replacement part only to the original owner. Premature wood rot is covered under the warranty, to the extent required to make the piece functional or to prohibit structural failure within the warranty period, (provided maintenance recommendations are followed and documented). We make no other guarantee or warranty of any kind, including implied warranty of merchantability or fitness for a particular purpose, with respect to the services we perform or the equipment we provide under this agreement. We are not liable to you or any other person or party for direct, indirect, special, incidental or consequential damages. Shipping and installation cost are not included in the warranty. This warranty does not cover damage caused by vandalism, cosmetic issues, stain or paint, fading, light surface rust, weathering, cracking, checking or maintenance issues. The owner or manager must follow the Operating Instructions, Maintenance Instructions & Check List. Cedar Logs and other natural wood material have natural characteristics like checking, taper in the logs from one end to the other, bends, curves, etc. These characteristics are nonnal, natural, and even desirable to provide organic character to each piece. They do not affect structural integrity and are therefore not covered by our warranty. Warranted parts must be subject to normal use, no unusual stresses i.e. encounters with lawn mowers, fires, vehicles, fires, lightning bolts, floods, hurricanes, tornados, vandalism, misuse, neglect, accidents or acts of god, etc are not covered by warranty. Rotting wood is only covered to the extent that it will cause structural failure within the warranty period. At our discretion we may ask for digital images of the affected part and accurate measurements be taken so replacement parts can be made and / or we may ask for the return of the defective part.

Bears Playgrounds works very hard to ensure that the products we provide are safe. If however concerns or issues are discovered during audits or inspections Bears will work with the owner or inspector on designing a fix. Costs for replacement wooden parts will be discounted to the owner. Under no circumstances will shipping, installation, or crew mobilization be covered by this warranty.

CPSC now recommends a minimum of 9"-12" of loose fill safety surfacing material be installed and maintained in the use zone for safety. Safety surfacing package is to be "by others" unless specially included for an optional extra charge at the time of order. Acceptance of this proposal means that you accept Bears Playgrounds terms and conditions as described on the web site www.bearsplaygrounds.com

The Americans with Disabilities Act (ADA) may require that you make your park and / or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.

Not all equipment may be appropriate for all children, even when designed for a target age group. To avoid injury you should closely supervise and participate in the child's use of this equipment, especially while learning to use it. Proper supervision is required.

Owner agrees to and is responsible for Suggested General Maintenance Checklist and Operating Instructions found in the Product Brochure and most current version on our web site www.bearsplaygrounds.com. Inspect this unit and correct any safety issues before each use. The Owner / Contracting Agency are responsible for any and all permits required. If in-ground footers are required for this project the owner is responsible to check with the utilities to ensure the playground will not interfere. The owner is responsible for any damage caused by conflicts with buried utilities. If Bears is installing, a clear path accessible by installation equipment into your desired location is essential. Bears Playgrounds cannot be held responsible for damage to the grounds while trying to access the installation area. Regardless of who installs the product, the owner agrees to be responsible for determining placement and for providing adequate, safe, "use zones" around the structure and safety surfacing. Owner agrees to defend and hold harmless Bears Playgrounds against any claim or liability with respect to the use of these products or services, in the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You agree that we and our agents, owners, employees, subsidiaries, affiliates, officers and directors are exempt from liability for loss, damage, injury or other consequence arising directly or indirectly from the services we perform or equipment we provide under this contract. If it is determined that we are directly responsible for loss, damage, injury or other consequence, you agree that damages shall be limited to the lesser of \$1,000 or the price you paid us under this contract. These agreed upon damages are not a penalty. They are your sole remedy no matter how the loss is caused or fault. In the event any lawsuit or other claim is filed by any party against us or our agents, owners, employees, subsidiaries, affiliates, officers and directors arising out of the services we perform or equipment we provide under this contract, you agree to be solely responsible for, and indemnify and hold us completely harmless from such lawsuit or other claim including your payment of all damages, expenses, costs and attorney's fees. These obligations survive the expiration or termination of this contract. The Limited Warranty is included in the Product Catalog. We make no other guarantee or warranty of any kind, including implied warranty of merchantability or fitness for a particular purpose, with respect to the services we perform or the equipment we provide under this contract. We are not liable to you or any other person or party for direct, indirect, special, incidental or consequential damages. This transaction may be cancelled without penalty within 3 days of agreement. After 3 days but before a product is shipped the transaction may be cancelled subject to a 25% restocking fee. Once delivered and or installed this product may not be returned. If payment is not made when due, interest will accrue at a rate of 1.7% per month from the due date. In the advent of legal action in the process of collections, you agree to pay all costs and expenses of collection, including reasonable attorney's fees, whether or not litigation is commenced.

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