

**EXHIBIT A**  
**Contract Pricing and Discount Structures**

The attached Pricing Sheets is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

<b>Category</b>	<b>Discount</b>
Playground Equipment Price List (including components)	10%
Surfacing Materials Price List	10%
Site Furnishings Price List	12.5%
Services Price List	5%
Related Products Price Lists	5%

<b>Price of KOMPAN Equipment</b>	<b>Additional Volume Discount</b>
\$100,000.00–\$199,999.00	2%
\$200,000.00–\$499,999.00	5%
\$500,000.00 and over	10%

**4.17.2 Volume Discounts: Include any volume discounts offered to Participating Public Agencies.**

Volume discounts will be applied to the net contract price. For example, an order that includes \$210,000.00 of KOMPAN equipment will be calculated by first applying the 10% contract discount for a discounted price of \$189,000.00, and next the volume discount will be applied to that discounted contract price:  $\$189,000.00 \times .95 = \$179,550.00$ , the total volume discounted price.

## **EXHIBIT B**

The attached Installation Rate Sheets are incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

## 4.17.5 Installation Fees

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STATE	INSTALLATION RATE
AL	30%
AK	50%
AZ	45%
AR	30%
CA	40%
CO	37%
CT	30%
DE	30%
DC	37%
FL	30%
GA	30%
HI	50%
ID	37%
IL	40%
IN	35%
IA	35%
KS	30%
KY	30%
LA	30%
ME	30%
MD	37%
MA	30%
MI	32%
MN	50%
MS	30%
MO	30%

STATE	INSTALLATION RATE
MT	37%
NE	30%
NV	37%
NH	30%
NJ	30%
NM	45%
NY	30%
NC	30%
ND	45%
OH	30%
OK	30%
OR	30%
PA	30%
RI	30%
SC	30%
SD	45%
TN	30%
TX	30%
UT	37%
VT	30%
VA	30%
WA	30%
WV	30%
WI	35%
WY	37%

Rates are a maximum allowable percentage rate under the contract.

Minimum Installation Fee of \$1,000.00.

Installation is calculated based on retail list price of equipment, then discounted.

Example Installation Calculation in Alabama, \$50,000.00 retail list price equipment multiplied by .30 = \$15,000.00 multiplied by discounted rate .95 = \$14,250.00 net discounted installation price.

Installation rates do not include site preparation and assume a fully prepared and ready site inclusive of a level dirt site, free of overhead and underground obstacles and in the case of surface mount equipment, the prepared concrete slab.

Installation rates do not include offloading equipment, storage, security, bonds or permits.

Installation rates assume free and clear access for vehicles.

## 4.17.5 Installation Fees • Engineered Wood Fiber

STATE	INSTALLATION RATE
AL	\$15 CY
AK	\$25 CY
AZ	\$20 CY
AR	\$15 CY
CA	\$30 CY
CO	\$15 CY
CT	\$21 CY
DE	\$15 CY
DC	\$15 CY
FL	\$15 CY
GA	\$15 CY
HI	\$25 CY
ID	\$15 CY
IL	\$21 CY
IN	\$21 CY
IA	\$21 CY
KS	\$15 CY
KY	\$15 CY
LA	\$15 CY
ME	\$22 CY
MD	\$15 CY
MA	\$22 CY
MI	\$20 CY
MN	\$21 CY
MS	\$15 CY
MO	\$15 CY

STATE	INSTALLATION RATE
MT	\$15 CY
NE	\$15 CY
NV	\$15 CY
NH	\$22 CY
NJ	\$22 CY
NM	\$25 CY
NY	\$22 CY
NC	\$15 CY
ND	\$25 CY
OH	\$22 CY
OK	\$15 CY
OR	\$15 CY
PA	\$20 CY
RI	\$22 CY
SC	\$15 CY
SD	\$25 CY
TN	\$15 CY
TX	\$20 CY
UT	\$15 CY
VT	\$22 CY
VA	\$15 CY
WA	\$13 CY
WV	\$15 CY
WI	\$21 CY
WY	\$15 CY

Rates are a maximum allowable percentage rate under the contract.

Minimum Installation Fee of \$1,000.00.

Installation is calculated based on cubic yard of engineered wood fiber.

Example Installation Calculation in Alabama, 300 cubic yards multiplied by \$15.00 = \$4,500.00 multiplied by discounted rate .95 = \$4,275.00 net discounted installation price.

Installation rates do not include site preparation and assume a fully prepared and ready site inclusive of a level dirt site, free of overhead and underground obstacles.

Installation rates assume free and clear access for vehicles and ability for truck to dump fiber within 30 feet of the site.

### **Exhibit C**

The attached Authorized Distributors and Certified Installers is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

## 2.5.1–3 Authorized Installers and Distributors

AUTHORIZED INSTALLER	STATES
Cascade Mini Excavating Inc.	WA, OR, ID
Central Coast Playgrounds	CA
Community Playgrounds	CA, NV, OR
Consolidated Enterprises	AK
Creekmore Recreation Specialists	CA
Evans Recreation	NV, UT, ID, MT, WY, AZ, CO, NM
Fleming Environmental	CA
Funbuilders	FL
G.R. Morgan Construction	OR
Heisler Landscaping	CA
HH Construction	CA
Interstate Inc. (Chris Patton)	FL, VA, GA, SC, NC
Kevin O’Keefe Company	CA
Lobo Construction	NY
Miner’s Service & Installation	NY, PA, WVA, OH, VA, NC, NJ
P&P Installations	NY, NJ, CT, RI, ME, MA, NH, VT, OH
PG Playgrounds	NE, KS, OK, AR, MO
Playground Guys	FL
Playgrounds of the Rockies	WY, CO, NE, UT
Playgrounds Unlimited	CA
Playtime Installs LLC	PA, DE, NJ, MD
Precision Playgrounds	GA, FL, AL, MS, LA, TN, SC, NC, AR, VA, WV, KY, MO, OK, TX
Pro Installation Plus	WI, IA, IL, IN, KY
Probuilt	MA
Quality Time Recreation	UT
R & R Construction	WA, OR, ID
Sandee Sod	FL
SeaCoast Construction	AK

*continued next page*

## 2.5.1–3 Authorized Installers and Distributors

AUTHORIZED INSTALLER	STATES
Sibley Contracting	GA, AL, MS, NC
Steve Mills	TX
The Douglas Group	FL
Trans Metro Construction	MD, DC, PA, NY, VA, NC, SC,
Triple J Construction Inc.	MD, DC, PA, NY, VA, NC, SC,
UA Construction	NY
Vela Construction	MI
Webb Irrigation	NC, SC, TN, GA
Western States	ID, UT, NV, MT, AZ, NM, SD, ND, MN, HI
Who Built Creative	CA

AUTHORIZED DISTRIBUTOR	STATES
Bliss Products and Services, Inc.	MS, AL, FL, GA, SC, TN, NC, VA, WVA, LA
Division Ten Products	AK
DP & Hoffman PlayWorks, Inc.	MI
Highwire, Inc.	WA, HI
JP LaRue, Inc.	ME, MA, CT, NY, RI, VT, NH
Made In the Schade	CO, WY
PG Playgrounds	NE, KS, OK, AR, MO
PlaySpace Designs	UT, NV, ID, MT
Recreation Republic	CA
Reese Recreation Products	IA, WI, IL, MO, IN, KY
Regan Recreation	TX
St. Croix Recreation Co., Inc.	MN

**Exhibit D**

**U.S. Communities Administrative Agreement**

### **Exhibit E**

The attached Product Warranties are incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

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## 4.10 Warranties

Proposals should address each of the following:

**1. Applicable warranty and/or guarantees of any and all playground equipment, parts, surfacing, site furnishings, installations, and other products and services offered, including any conditions and response time for repair and/or replacement of any components during the warranty period.**

- KOMPAN Warranty document attached. Equipment installation completed by a KOMPAN certified Installer has a one year guarantee-per the warranty document. Repair work provided by a certified Installer is scheduled with that Installer and is completed as their schedule permits.
- Warranty documents for surfacing, site furnishing and other related products and services offered are also attached.

**2. Availability of replacement parts.**

- Warranty replacement parts for KOMPAN playground structures are available for the duration of the warranty period and are typically shipped within 1-2 weeks, dependent on the part.
- Warranty replacement parts for FunTimbers are available for the duration of the warranty period and are typically shipped within 2 weeks, dependent on the part.
- Warranty replacement parts for sun shades are available for the duration of the warranty period and are typically shipped 2 weeks, dependent on the part.
- Warranty replacement parts for benches, tables, litter receptacles, recycling bins, planters, bike racks, urns, umbrellas, chairs and bollards are available for the duration of the warranty period and are typically shipped within 4 weeks, dependent on the part.
- Warranty replacement parts for gazebos and shelters are available for the duration of the warranty period and are typically shipped within 1week, dependent on the part.
- Warranty replacement parts for KOMPAN outdoor fitness equipment and Freegame courts are available for the duration of the warranty period and are typically shipped within 1-2 weeks, dependent on the part.

**3. Life expectancy of equipment under normal use.**

- KOMPAN has been producing playground equipment since the 1970's and some of that equipment is still in the field today. Local climate conditions and maintenance can affect the life expectancy of equipment. Equipment is built to last through several generations and will last over 20 years if well maintained.
- Engineered Wood Fiber has a life expectancy of twenty five years but will need additions approximately every three years to maintain safety standards.
- Rubber tiles have a life expectancy of five to fifteen years.
- Poured in Place rubber surfacing has a life expectancy of ten years.
- Mats have a life expectancy of five years.
- Court surfaces have a life expectancy of ten years.
- FunTimbers have a life expectancy of ten years.

## 4.10 Warranties

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- Sun shades have a life expectancy of ten years for the fabric and twenty years for the steel.
- Benches, tables, litter receptacles, recycling bins, planters, bike racks, urns, umbrellas, chairs and bollards have a life expectancy of fifteen to twenty years.
- Shelters and Gazebos have a life expectancy of ten years.
- KOMPAN outdoor fitness equipment has a life expectancy of 20 years if well maintained.
- KOMPAN Freegame multi sports courts have a life expectancy of 20 years if well maintained.

### 4. Detailed information as to proposed return policy on all equipment

- Except as agreed to in writing, all items returned will be subject to inspection and approval by Company prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 15% of the full list price of such returned KOMPAN items or 25% for custom or third party items. Returned goods must be securely packaged to endure long haul shipping and avoidance of damage.
- On new or unused products, the inventory label must remain on the part.
- Credit for returns is subject to the final inspection at our facility. Improper or inadequate packaging may result in damage to parts which may not be eligible under freight claim rules.

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## Warranty • KOMPAN Play and Fitness Equipment

### Classification of material in relation to years of warranty

The warranty with respect to failure due to material or production defects on HDPE and HPL panels, and galvanized structural parts such as poles, cross beams, floor frames and top brackets, is limited to 20 years commencing on the date of delivery.

The warranty with respect to failure due to material or production defects on all other galvanized parts, non-painted steel and metal parts, and hollow plastic parts is limited to 10 years commencing on the date of delivery.

The warranty with respect to failure due to material or production defects on springs, painted metal parts, ball bearing assemblies, and net constructions is limited to 5 years commencing on the date of delivery.

The warranty with respect to failure due to material or production defects on moveable plastic and metal parts and all ICON electrical components is limited to 2 years commencing on the date of delivery.

### Limited Warranty coverage of damaged parts

The warranty covers all KOMPAN products. Such damaged parts will be replaced by KOMPAN and will be delivered to the customer's address free of charge. ICON electrical components will be installed free of charge by a qualified contractor.

### Limited Warranty coverage of labor

In cases where KOMPAN invoices for installation, the labor warranty with respect to failure due to installation defects is limited to 1 year commencing on the date of completed installation.

Warranty coverage applies only if products have been properly installed and maintained

The warranty is not effective if products have not been installed properly according to the instructions provided by KOMPAN, or maintained correctly according to the KOMPAN Maintenance Manual.

### No coverage for wear, tear misuse, or vandalism

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues, or failures due to misuse or vandalism.

# TFG INSTALLATIONS, INC. PERFORMANCE WARRANTY

L I M I T E D W A R R A N T Y

Effective April 15, 2010

## **TWENTY-FIVE YEAR GS Package 03 Series Engineered Wood Fiber Performance Limited Warranty**

This 25-year Limited Warranty applies **only** to **GS Package 03 Series**.

**GS Package 03 Series** is warranted by TFG INSTALLATIONS, INC. to the original purchaser, to meet or exceed Playground Surfacing Guidelines of the U.S. Consumer Product Safety Commission using ASTM Standard F 1292 for a period of twenty-five (25) years from the certified date of installation, subject to the conditions and exclusions listed below.

## **TWENTY YEAR GS Package 02 Series FIFTEEN YEAR GS Package 01 Series**

### **Engineered Wood Fiber Performance Limited Warranty:**

This Limited Warranty applies to GS Package 02 Series and GS Package 01 Series. GS Package Series 02 and 01 are warranted by TFG Installations, Inc. to the original purchaser, to meet or exceed Playground Surfacing Guidelines of U.S. Consumer Product Safety Commission using ASTM Standard F 1292 for a period of twenty (20) years for the 02 Series and fifteen (15) years for the 01 Series from the certified date of installation, subject to the conditions and exclusions listed below.

### **LIFETIME Drain Strip and Filter Fabric Materials Limited Warranty:**

This Limited Warranty applies to GS Drain Strip Material and GS Filter Fabric Material ("Materials"). These Materials are warranted by TFG Installations, Inc. to the original purchaser of the materials to be free from defects, including decay and biological degradation, for life from the certified date of installation, subject to the conditions and exclusions listed below.

### **THREE YEAR Mat Limited Warranty:**

This Limited Warranty applies to GS Mats. These Mats are warranted by TFG Installations, Inc. to the original purchaser of the Mats to be free from defects in material and workmanship for a period of three (3) years from the certified date of installation, subject to the conditions and exclusions listed below.

### **Warranty Performance:**

The entire liability of TFG Installations, Inc. and the purchaser's sole remedy in the event the Materials do not

conform, the Limited Warranty shall be limited to replacement of the defective Materials and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

### **Conditions:**

This Limited Warranty is conditioned upon the Materials being properly installed and maintained by the purchaser in accordance with the written instructions provided by TFG Installations, Inc.

### **Acts Invalidating Warranty:**

Incorrect installation, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GS Mats at slide exits, under all swings and tire swings [except enclosed or bucket tot swings], use of Materials with others not provided by TFG Installations, Inc., abnormal use, lack of or improper maintenance, or vandalism shall void this Limited Warranty and TFG Installations, Inc. shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the Materials are not covered by this Warranty.

### **Disclaimers:**

No other Warranties. TFG Installations, Inc. disclaims all other Warranties expressed or implied, including but not limited to implied Warranties of fitness or merchantability and fitness for a particular purpose. In no event shall TFG Installations, Inc. or its suppliers be liable for any damages whatsoever (including, without limitation, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Materials, even if TFG Installations, Inc. has been advised of the possibility of such loss). Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### **Legal Remedies:**

This Limited Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

### **Prior Statements of Warranty:**

This warranty supersedes and replaces any previous warranties.

**Customer Service:** For emergency service: Contact TFG Installations, Inc., 80 Business Park Drive, Suite 300, Armonk, NY 10504-1705. Call toll-free 800-342-2721 or 914-273-8770 / Fax: 914-273-8659.

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## Warranty • ECORE Rubber Tiles

KOMPAN Safety Surfacing is guaranteed by ECORE to be free of manufacturing defects in both material and workmanship. If such a defect is discovered, the customer must notify ECORE directly or through the contracting installer or distributor. If found to be defective within 5 years, the sole remedy against the seller will be either replacement or repair of the defective goods, or at the seller's option, credit may be issued not exceeding the selling price of the defective goods. If product type or color purchased are no longer available at time of warranty claim, ECORE at its discretion may substitute a product determined by ECORE to be of comparable quality and price.

The KOMPAN warranty shall not cover dissatisfaction due to improper maintenance, installation, or usage, or general misuse, including and without limitation: burns, cuts, tears, scratches, scuffs, normal abrasion from pedestrian traffic, damage, or discoloration from cleaning products not recommended by ECORE, or color change due to initial or extended exposure to direct sunlight or differences in color between samples or photographs and actual flooring.

ECORE International reserves the right to make updates to this manual at any time.



## **ECORE International Increases Warranty**

### ***PlayGuard now offers the industry's first 15-year limited warranty***

Lancaster, PA, April, 2010 - ECORE International announces the extension of its PlayGuard safety surfacing warranty, the first and only of its kind in the industry. PlayGuard leads the modular playground surfacing industry with patented technology for unparalleled durability in heavy traffic areas. Specifically designed to meet 6, 8 and 10 foot fall ratings, PlayGuard's recycled rubber tiles feature unsurpassed versatility and easy adhesive-free installation.

The modular tiles are created by laminating a colorful wear layer to a thick-footed base tile. Each tile is manufactured from recycled rubber for total recycled content ranging from 85-90%. The tiles also feature 22 standard color patterns with custom design capabilities and are FloorScore certified for low VOC emissions when installed indoors.

PlayGuard is manufactured in the U.S.A. and has gained a reputation as the highest quality molded product on the market. As a testament to that quality, ECORE International has done extensive testing to raise its former 10 year warranty to a 15 year limited warranty. The warranty continues to cover abnormal surface wear due to ordinary abrasion and installation inconsistency (when installed according to the provided manufacturer instructions). However, the new time specifications ensure more complete quality assurance for customers, delivering peace of mind.

"We pride ourselves on quality products here at ECORE," states Rich Campbell, EVP Sales & Marketing, ECORE International. "PlayGuard's increased warranty solidifies our role as the industry leader in product durability and superior quality."

PlayGuard's new 15 year limited warranty includes impact attenuation (to ASTM F1292) and operates on a prorated schedule, providing adjusted coverage correlating to the product's expected wear over time. For the initial six years, PlayGuard now offers 100% reimbursement of the purchase price according to the outlined terms as stated in the full warranty. Thereafter, the product is reimbursed according to adjusted percentages per year of application not exceeding 15 years.

For a more comprehensive version of PlayGuard's new warranty see the PlayGuard Technical Manual available at:

<http://www.playguardsurfacing.com>

### **About ECORE International**

ECORE International, manufacturer of PlayGuard safety surfacing, has been at the forefront of recycling efforts since its inception in 1989. Twenty years ago, ECORE pioneered the recycled rubber flooring category. Today, as North America's largest user of recycled scrap tire rubber, ECORE processes more than 80 million pounds of scrap tire rubber each year and helps to conserve more than one million barrels of oil in the process to convert pliable treads into durable product solutions for commercial, industrial, and architectural applications.

1818 Flite Acres Road  
Wimberley, Texas 78676



p 512.847.2473  
f 512.847.9577  
www.duraplay.net

2 YEAR  
DURAPLAY SAFETY SURFACE  
WARRANTY  
(50%Black & 50% Color Surfaces &  
Water Applications)

Project: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Site: \_\_\_\_\_  
Date Installation Completed: \_\_\_\_\_  
Final Inspection By: \_\_\_\_\_  
Date Inspected: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
DuraPlay Representative: \_\_\_\_\_  
DuraPlay Surfacing Description: \_\_\_\_\_  
Square Footage: \_\_\_\_\_

**SAMPLE**

DuraPlay, Inc. warrants to the owner of the project described above, subject to the terms, conditions, and limitations stated herein, as follows:

That the DuraPlay Surfacing System will be in complete compliance with ASTM standards for the duration of the warranty period. That the surfacing system will not crack as a result of normal weather conditions and will withstand negative or positive deck movement. That the surface includes DuraPlay Primer, DuraPlay Base, and DuraPlay Wearing Surface.

The foregoing warranty shall continue for a period of 2 years commencing from the date of final inspections of the DuraPlay Surfacing System as shown above, provided that the Owner gives DuraPlay written notice of any defects in the surfacing system within thirty days from the discovery of such defects.

The foregoing Warranty does not cover defects of damage caused by (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) any condition caused by any negligence or accidents in maintaining the Surfacing System; (4) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes, foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained herein do not cover any material used on the Surfacing System which was not supplied by DuraPlay unless specifically identified above.

1818 Flite Acres Road  
Wimberley, Texas 78676



p 512.847.2473  
f 512.847.9577  
www.duraplay.net

5 YEAR  
DURAPLAY SAFETY SURFACE  
WARRANTY  
(100% Color Surfaces)

Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Site: \_\_\_\_\_

Date Installation Completed: \_\_\_\_\_

Final Inspection By: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

Contractor: \_\_\_\_\_

DuraPlay Representative: \_\_\_\_\_

DuraPlay Surfacing Description: \_\_\_\_\_

Square Footage: \_\_\_\_\_

**SAMPLE**

DuraPlay, Inc. warrants to the owner of the project described above, subject to the terms, conditions, and limitations stated herein, as follows:

That the DuraPlay Surfacing System will be in complete compliance with ASTM standards for the duration of the warranty period. That the surfacing system will not crack as a result of normal weather conditions and will withstand negative or positive deck movement. That the surface includes DuraPlay Primer, DuraPlay Base, and DuraPlay Wearing Surface.

The foregoing warranty shall continue for a period of 5 years commencing from the date of final inspections of the DuraPlay Surfacing System as shown above, provided that the Owner gives DuraPlay written notice of any defects in the surfacing system within thirty days from the discovery of such defects.

The foregoing Warranty does not cover defects of damage caused by (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) any condition caused by any negligence or accidents in maintaining the Surfacing System; (4) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes, foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained herein do not cover any material used on the Surfacing System which was not supplied by DuraPlay unless specifically identified above.

Any claim of defect in material in the Surfacing System must be made in writing to DuraPlay as set forth above within the Warranty Period. This Warranty will not cover damage resulting from the application, repairer or subsequent work on the project without written approval from DuraPlay of the methods and materials to be used and the party who will apply those materials. During the term of the Warranty, DuraPlay, its agents, employees and assigns shall have free access to inspect the Surfacing System during business hours.

Upon completion of the installation of the Surfacing System, DuraPlay or their representatives shall inspect the installation to ascertain if the surfacing system is installed in accordance with the proper specifications and details provided by DuraPlay, Inc. This Warranty shall become effective only upon approval of the installation and when all bills for the components of the Surfacing System and for the application of the Surfacing System have been paid.

The Warranty shall become null and void if, in the sole judgement of DuraPlay, any of the following events shall occur: (1) if, after installation of the Surfacing System, there are any alterations or repairs made to the project that affect any component of the Surfacing System in any way; (2) failure by the Owner or any of the Owner's tenants to use reasonable care in maintaining the Surfacing System; or (3) Owner fails to comply with every term or condition stated herein.

DuraPlay's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

This Warranty shall apply only to the original project Owner as set forth above, and any assignment of any rights hereunder by the Project Owner without the express written consent of DuraPlay shall be null and void. In the event that a majority of the authorized or issued capital stock of the Project Owner shall have been sold or otherwise transferred or disposed of the new holder of the stock shall not be deemed to be the original Project Owner.

This Warranty shall not cover or apply to:

This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose, or other warranty of quality, whether express or implied, DuraPlay shall not be liable under any circumstances for any indirect or consequential damages to any party whatsoever, including, but not limited to, obligation or liability of any kind, and it is further agreed and understood that the price stated for the Surfacing System is consideration for the limitation of DuraPlay's liability hereunder. The sales personnel of DuraPlay are not authorized to make warranties about the merchandise described in this contract. DuraPlay's employees oral statements do not constitute warranties, shall not be relied upon by the project owner or any third party, and are not part of the contract sale. The entire contract is embodied in this writing and no other warranties are given beyond those set forth in this written contract. This writing constitutes the final expressions of the parties' agreement and it is a complete and exclusive statement of the terms of that agreement.

DuraPlay, Inc.

By: \_\_\_\_\_

Project Owner: \_\_\_\_\_

By: \_\_\_\_\_

**Rebound Ace Sports Pty LTD**  
**Product Performance Warranty**  
**Rebound Ace Court Surfacing System**

We, Rebound Ace Sports Pty Ltd, the manufacturers of REBOUND ACE COURT SURFACING SYSTEMS certify that these products are made from specified high quality raw materials and are manufactured to conform to each product's Quality assurance Standard under our Total Quality Management program.

The REBOUND ACE SURFACING SYSTEMS, when applied to a properly prepared surface to manufacturers written specifications by an Approved Registered Applicator shall provide a long wearing, cushioned, weather and UV light stable court surface coating suitable for tennis, netball and related activities, for a minimum period of five (5) years in normal domestic and commercial applications.

This product Performance Warranty is to be read in conjunction with the Company's standard PRODUCT PERFORMANCE WARRANTY (AVS 01/90) and in addition is exclusive of normal wear and tear, or of any failure of the SYNPAVE REBOUND ACE SURFACING SYSTEM due to movement or failure of the base condition (concrete or asphaltic concrete), inadequate drainage, misuse, mechanical or chemical damage, or factors which were or are outside of the control of the Approved Registered Applicator for Rebound Ace Sports Pty Ltd.

No warranty attaches to or is given by Rebound Ace Sports Pty Ltd in relation to the workmanship of the Applicator but Rebound Ace Sports Pty Ltd insists that each Approved Registered Applicator warrant his workmanship.

JOB SITE/LOCATION  
.....  
.....

COMPLETION DATE ..... EXPIRY DATE .....

DATE AND SIGNED  
APPROVED REGISTERED APPLICATOR: .....  
.....

POSITION HELD: President – Ace Surfaces NA Inc.....  
DATE: .....



TERRA PAD, Inc. carries a one (1) year limited warranty resulting from normal wear and tear, guaranteeing that the product will be free from material defects and workmanship.



PA office: 1-800-346-8524

Fax: 1-717-944-7681

KY office: 1-800-296-9227

Fax: 1-270-586-4493

## Conditional Limited Warranty

Zeager warrants its products to be free from defect in materials and workmanship and to meet our published specifications when received by Zeager's customer.

Zeager further warrants its WoodCarpet system 1, during normal use, to meet ASTM F1292 at an 8 foot fall height when using an 8 inch layer of WoodCarpet or at a 12 foot fall height when using a 12 inch layer of WoodCarpet, for a period of 15 years from the date of the Zeager invoice, or for a period of 3 years from date of Zeager invoice if the WoodCarpet has been bonded.

Zeager further warrants its WoodCarpet system 11, during normal use, to meet ASTM F1292 at a 12 foot fall height when using a 10 inch layer of WoodCarpet, for a period of 20 years from the date of the Zeager invoice, or for a period of 3 years from date of Zeager invoice if the WoodCarpet has been bonded.

Zeager further warrants its foam and pvc WoodCarpet Mat to be free from defect in materials or workmanship during normal use for a period of 5 years from the date of the Zeager invoice.

Zeager further warrants its RecMat system 71 during normal use to meet ASTM F1292 at a 6 foot fall height when using a 1 inch layer of RecBase underneath, at an 8 foot fall height using a 2 inch layer of RecBase and a 2 inch layer of gravel underneath and at a 10 foot fall height when using two 1 inch layers of RecBase underneath, for a period of 10 years from the date of the Zeager invoice. Zeager further warrants its RecMat, during normal use, that wear due to ordinary abrasion from pedestrian traffic will not penetrate completely through the wear course of the surface of the RecMat and that the locking system, when installed according to manufacturer's specifications, will ensure the surface remains fixed and functional.

Zeager further warrants its RecGrass system 81 during normal use to meet ASTM F1292 at a 4 foot fall height when using a 1 inch layer of RecBase and a 2 inch layer of gravel underneath or at a 6 foot fall height when using a 2 inch layer of RecBase and a 2 inch layer of gravel underneath, for a period of 3 years from the date of the Zeager invoice. Zeager further warrants that its RecGrass color loss will not exceed 15%, based on an acceptable gray scale, and that its tensile strength and pile height will not decrease by more than 50%, for a period of 10 years from the date of the Zeager invoice. This warranty does not cover damage caused by failure to maintain appropriate infill levels where applicable, continued exposure to reflective light from windows and other objects, the use of improper cleaning agents, the exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine or iodine), herbicides, pesticides or other inappropriate chemicals. Chemical exposure can also result from run-offs from neighboring properties.

This warranty is valid only if the product(s) are installed and maintained in accordance with Zeager's written specifications and government guidelines, using approved materials; has been subjected to normal use for the purpose for which the goods were designed; has not been subject to burns, cuts, vandalism, abuse, misuse, negligence, neglect, acts of God or accident; has not been subjected to addition or substitution of material; and has not been modified, altered, or repaired by persons other than Zeager or its designees in any respect which, in the judgment of Zeager, affects the condition or performance of the product. This warranty does not cover scratches, fading other than on RecGrass, weathering, discoloring other than on RecGrass, biological degradation, or normal wear and tear. RecMat and RecGrass used in high traffic areas only, in combination with other surfacing products not sold by Zeager are excluded from this warranty.

Should any failure to conform to this express warranty occur, Zeager shall, upon written notification of the defect, correct such nonconformity, either by repairing the defective product, supplying replacement product, or by refunding the purchase price by issuing a credit to the customer's account, at Zeager's election and within 60 days of the written notification. This shall be the purchaser's sole remedy and Zeager will not be responsible for any consequential damage attributed to the defective product. If Zeager elects to supply replacement product, Zeager shall deliver the replacement product to the site free of charge, but will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to supply replacement product for its foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, Zeager shall deliver the replacement product to the site, but the customer will be responsible to pay all shipping and handling charges as well as the prorated price of the replacement product, and Zeager will not be responsible for providing labor or the cost of the removal of the defective product and the installation of any replacement product. If Zeager elects to refund the purchase price of its foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, Zeager will refund the prorated purchase price as a credit to the customer's account. In the event of repair or replacement under this warranty, the warranty applicable to the replacement material, repaired product, or replacement product will extend only for the time remaining under the original warranty.

This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including by not limited to any warranty of merchantability or fitness for a particular purpose. There are no warranties, which extend beyond this warranty. Further, no representation, oral or written, of any Zeager representative may be substituted for the aforescribed exclusive limited warranty. To the extent permitted by law, Zeager shall not be liable for any direct, indirect, special, incidental, or consequential damages, which are expressly excluded from this sale. To make claims under the terms of this warranty, the buyer's written statement of claim, along with a copy of the invoice, and supporting photographs and samples, must be sent to Zeager Bros., Inc. 4000 East Harrisburg Pike, Middletown, PA 17057-4697 USA. Supporting documentation must be provided to Zeager Bros., Inc. within 10 days of receipt of product or within 10 days of failure of product to meet Zeager's specifications or ASTM F1292.

## Terms and Conditions

**Prices:** Subject to change without notice.

**Funds:** All communications and transactions are in U.S. funds unless otherwise noted.

**Split loads:** Each truck will unload at only one location. Some trucks can unload at more than one location if this request is made at the time the order is placed with Zeager. Zeager will charge a split drop fee for each additional drop.

**Settling:** WoodCarpet volume is measured when the truck is loaded. Settling will occur during shipping.

**Shipping:** Zeager is not responsible for loss or damage in transit when shipped via a common carrier or when shipped via a trucker that Zeager did not contract. When a Zeager contracted trucker is used, Zeager's responsibility ends when the shipping ticket is signed by the person receiving the shipment. It is the customer's responsibility to check quantity. Any shortages, damages, or defects should be noted on the shipping ticket before it is signed. Zeager and its contracted truckers are not responsible for any damages, losses, etc., that may occur if our trucks leave a hard surface to unload. It is not Zeager's responsibility to provide a suitable location for the truck to unload.

**Returns:** Returns are subject to outbound and return shipping and handling charges, along with payment for used or damaged goods.

**Cancellations:** Cancellations less than 24 hours before delivery are subject to shipping and handling charges.

**Childforms®  
Commercial Playground Equipment**

**LIMITED WARRANTY**

Childforms® warrants that its products shall conform to those specifications and uses as outlined in any Childforms® catalog, promotional material, on our website ([www.childforms.com](http://www.childforms.com)), or documentation accompanying the product at the time of purchase. Childforms® products will not be warranted unless the product(s) is registered with Childforms® by the end user at the time of installation. Registration of Childforms® product(s) is the sole responsibility of the end user. This limited warranty is non-transferable and only applies to the end user that purchased new product for personal or business use and not for the purpose of distribution or resell.

Childforms offers a ten (10) year limited warranty on the following commercial playground equipment components: all polyethylene components, all roto-molded components, all slides, all Child Tread™ decks, all fasteners, all ChildShapers™ structures, all 8" and 12" Funtimbers, and all Wheelchair/ADA Accessible Ramp Systems. All product warranties are conditioned upon the products being properly installed and maintained by the end user as outlined in the Childforms® installation and maintenance guidelines as outlined at the time of purchase.

Upon receipt of an eligible warranty claim and within a reasonable time after receipt, Childforms® will replace the Childforms® product determined to be non-conforming on a pro-rated basis. Any replacement is subject to the examination of and written approval by Childforms® and is limited to the exclusions set forth below. Any replacement furnished by Childforms® in fulfillment of this limited warranty are only warranted for the unexpired portion of the original warranty. In the unlikely event a product manufactured by Childforms® does not conform to this guarantee, Childforms® liability shall be limited to replacement of the defective product or product part and 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®.

Childforms® does not warrant its products against any product damage by the following: (1) Any misuse, tampering, or abuse by the end consumer 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 consumer or any third party, (7) Disasters including but not limited to fire, flood, wind, or lightening, and (8) Disposal of Child Turf™ in question by the end consumer or any third party prior to an inspection by and approval from Childforms®. Childforms® also does not warrant its polyethylene or metal components against fading due to sun exposure or harsh environments.

If the end consumer 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 consumer 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 consumer 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 Childform® shall be governed by the laws of the state of North Carolina, without reference to conflicts of law provisions. The direct purchaser submits to the jurisdiction of and agrees that any lawsuit relating to any matter arising under this limited warranty initiated by or on behalf of the direct purchaser 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.

Effective 10/25/04.

**WARRANTY REGISTRATION**

*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: \_\_\_\_\_ Date of Order: \_\_\_\_\_ Date of Installation: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Product(s) Ordered: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Childforms® Representative: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Installer: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**For Use By Childforms® Warranty Department ONLY**

E-mail: \_\_\_\_\_ Original Order: \_\_\_\_\_ Warranty #: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date Received: \_\_\_\_\_ Filed By: \_\_\_\_\_



## Our Warranty

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice.\*

This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms, Inc. service representative.

## Our Pledge

Your complete satisfaction and future business are our goals. Standing behind our products has been a cornerstone of our commitment to quality and service since our founding in 1969. Our products will satisfactorily perform their intended function, under normal conditions, for many years. If you are ever dissatisfied with one of our products, please contact us and let us demonstrate our commitment.

\* Noted exceptions: Marketplace umbrellas are warranted for one year from date of invoice.

**Corporate Headquarters**

8505-A Chancellor Row, Dallas, TX 75247

P 214.905.9500 F 214.905.9514 TF 800.966.5005



**USA SHADE**  
& Fabric Structures, Inc.

**West Coast Headquarters**

350 Kalmus Drive, Costa Mesa, CA 92626

P 714.427.6981 F 714.427.6982 TF 800.50.SHADE

May 2009

## Statement of Warranty for USA SHADE brands Shade Structures - Sun Ports - VPS - Shade Concepts

### General:

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

### Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.

Doc#: 20090505mi\_fabwarr\_r1\_pg1



BRANDS YOU KNOW, STRUCTURES YOU TRUST  
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- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

**Colourshade® FR Fabric:**

- Colourshade® FR fabrics carry a 5-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

*NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (ie. Sunbrella®) will include their respective manufacturer's warranty.*

Shadesure and Coolbrella are trademarks of USA SHADE & Fabric Structures, Inc.

Colourshade is a registered trademark of Multiknit Pty. Ltd.

Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.

Doc#: 20090505mi\_fabwarr\_r1\_pg2



BRANDS YOU KNOW, STRUCTURES YOU TRUST  
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**Steel:**

- The structural integrity of the steel is warranted for 10 years.
- Workmanship and powder coated surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

**Thread:**

- USA SHADE warrants its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (ie. hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread, will only be covered in instances where USA SHADE has assembled the unit. In all cases where units were not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

Doc#: 20090505mi\_fabwarr\_r1\_pg3



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**Poli-5000 Paint System 10 Year Limited Warranty for Structural Steel Shelters**

Poli-5000 powder coat paint system by PorterCorp of Holland, Michigan has been applied to steel entirely as a 'in-house' process with Quality Control procedures based on the ISO9001 Standard.

Poli-5000 finish was applied over hot rolled structural steel parts for testing to ASTM Standards as noted on back page.

This pro-rated limited 10 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if PorterCorp has been paid in full for the cost of the shelter. This limited warranty is for the factory applied finish only. This limited warranty does not cover Pergolas or Trellises; limited warranty for these jobs will be issued separately upon request.

Damage occurring from shipping, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter which is not covered in this limited warranty.

A signed copy of this limited warranty must be submitted to PorterCorp within 30 days after installation. The limited warranty will first be signed by the owner, after receipt by PorterCorp a corporate official will sign same and return to customer. The warranty will note any defects in powder coat at time of completion and note touch-up procedure.

Nuts and bolts are supplied with a light plating and must be painted by contractor after erection and maintained by the customer.

The 10 year limited warranty will exclude buildings erected at sites where salt air, corrosive atmosphere, high humidity causing condensation, or sprinkler systems come in contact with the shelter.

Failure to maintain finish system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, welds, and endplates that are prone to minor defects on occasions and will require touch-up by owner.

A failure in the powder coat paint system will be defined if there is in excess of 8% of the structure has failure to the paint system.

Rust stains from roof trim, screws, and screw holes do not constitute a failure. If a claim is made for paint failure a complete document must be provided by owner. If a site visit is required by PorterCorp the expense will be covered by PorterCorp but if failure is not covered under warranty the building owner will be required to cover all costs incurred by PorterCorp for the site visit.

In case of a failed paint system, PorterCorp will repaint the structure with its best in-house system providing that the owner dismantles the structure and returns it to PorterCorp. PorterCorp will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the paint system. The owner is responsible for erecting the building at their expense. As an alternative, PorterCorp will pay customer up to the cost of the original paint system on a pro-rated basis.

Covers only sites within the immediate 48 states.

**Poli-5000 Finish System Performance and Specifications**

Test Description	Test Method	Poli-5000 Results
Salt Spray Resistance	ASTM B 117/ ASTM D 1654 Method 2 (scraping)	5,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	3,000 hours with no loss of adhesion or blistering
Light UV/ Resistance	ASTM G154-04 2000 hours exposure. Alternate cycles (4 hours UVC and 4 hours condensation)	a) No chalking b) 75% color retention c) Color variation-maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure)
Stain Resistance	ASTM D1308-02e1 24 hours exposure with 10% concentration	No stain from following: Mustard, Tannic Acid, Catsup, Citric Acid, Coffee, Tartaric Acid, Pepsi Cola, Beer, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Resistance Impact	ASTM D2794-93	100 in-lbs. w/o cracking
Hardness	ASTM D3363-92a	2H min-no indentation
Flexibility	ASTM D522-93a	1/8" no cracking/loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

**Poli-5000 Paint System 10 Year Limited Warranty Implementation**

PorterCorp Job#: \_\_\_\_\_

Component	Description of Defect	Repair Method	Name

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return implemented limited warranty to (put address or fax number)

\_\_\_\_\_  
PorterCorp Officer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4240 No. 136th Ave.  
Holland, MI 49424  
**800.354.7721**  
Ph: 616.399.1963  
Fx: 616.399.9123  
www.portercorp.com

**poligon®**

**parasol**

**porterSIPS™**

**SPACE  
FRAMES™**

**pinnacle™**

**Poligon, Parasol, and Pinnacle**  
**Limited Warranty and Limitations**

PorterCorp warrants the building structure for 10 years from shipping date with the following limitations. (Paint System Warranty 7.2fm24 is a separate document.) PorterCorp limits its warranty to the supply of materials that will fit, be structurally sound, and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that PorterCorp's Liability be limited to repair or replacement of nonconforming material at time of delivery.

PorterCorp does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond PorterCorp's control.

PorterCorp shall not be held liable for field alterations. PorterCorp shall not be held liable for meeting unspecified building codes or for updating designs or specifications to meet new building codes or insurance standards either existing or updated. PorterCorp shall not be responsible for delays due to missing and/or nonconforming parts. Parts short-shipped and non-conforming parts will be replaced or reworked by PorterCorp as a top priority. Any rework of non-conforming parts by the contractor must be authorized by PorterCorp prior to rework. PorterCorp shall not be liable for any act of God, fire, vandalism, settlement, incidental or consequential damages, erosion of foundation, or extreme site conditions.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on metal roofing, fabric, and shingles will be as passed through PorterCorp's Supplier as per their warranty, contact Customer Service for Supplier Warranty.

This Limited Warranty is conditional upon payment in full to PorterCorp within terms. PorterCorp will not be held responsible for any materials that were not properly stored prior to installation. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by PorterCorp.

## **Exhibit F**

Company's Response to RFP # 269-2010-183, dated May 5, 2010 is not attached but is incorporated by reference and made a part of this Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

### **Exhibit G**

RFP # 269-2010-183, dated March 19, 2010 together with all addenda, amendments, exhibits, and attachments issued by the County (collectively, the "ITB") is not attached but is incorporated herein by reference and made a part of this Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and KOMPAN, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.