

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), 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 3.5" structures, 5" structures all 8", 9" and 12" Funtimbers™, and all Wheelchair/ADA Accessible Ramp Systems. Childforms® offers a ten (10) year limited warranty on all metal, components including decks, pipes, rails, and loops. Childforms® offers a one (1) year limited warranty on coil springs and other moving parts. Childforms® also offers a one (1) year limited warranty on all other Childforms® products. 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 replacements 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) installation of any size Funtimber™ below grade.. 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 8-1-2012

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 Name: _____

Phone: _____ Fax: _____

For Use By Childforms® Warranty Department ONLY

E-mail: _____

Original Order: _____ Warranty #: _____

Customer Signature: _____

Date Received: _____ Filed By: _____