



Poured-In-Place Playground Surface Warranty Information

Scope of Warranty

MEAK Playground Surfacing LLC. expressly warrants to the owner that the materials supplied and installed per the purchase order agreement shall remain free from defects in workmanship and materials.

‘Extreme 10’ Year Warranty (Aliphatic Binder) shall be pro-rated as follows:

- If at any time in years 1-5 of the warranty a warranty claim is made and determined to be valid, MEAK Playground Surfacing LLC. shall repair or replace the affected area without cost to the Owner.
- If a Warranty claim is made and determined to be valid in year 6 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 20% of the repair cost.
- If a Warranty claim is made and determined to be valid in year 7 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 40% of the repair cost.
- If a Warranty claim is made and determined to be valid in year 8 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 60% of the repair cost.
- If a Warranty claim is made and determined to be valid in year 9-10 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 80% of the repair cost.

‘Super 7’ Year Warranty (Aromatic Binder) shall be pro-rated as follows:

- If at any time in years 1-5 of the warranty a warranty claim is made and determined to be valid, MEAK Playground Surfacing LLC. shall repair or replace the affected area without cost to the Owner.
- If a Warranty claim is made and determined to be valid in year 6 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 30% of the repair cost.
- If a Warranty claim is made and determined to be valid in year 7 of the Warranty, Surface America shall repair or replace the affected area at a cost to the Owner of 60% of the repair cost.

3 Year Safety & Performance Warranty shall be pro-rated as follows:

- If at any time in years 1- 3 of the Warranty a Warranty claim is made and determined to be valid, MEAK Playground Surfacing LLC. shall repair or replace the affected area without cost to the Owner.
- Head Injury Criterion maximum measurement to be ≤ 1000
- Impact Attenuation maximum to be ≤ 200
- Owner is responsible for any repairs or replacements at year 4 and beyond.

Owner's Compliance with Maintenance Manual

The Warranties stated above are subject to and conditioned upon the Owner's compliance with Surface America, Inc's maintenance procedures.

Exclusions from Warranties

The Warranties stated above exclude damage due to:

- Improper or faulty subsurface preparation
- Shrinkage (which is an inherent characteristic of elastic rubber)
- Normal wear and tear
- Slight color variations
- Improper snow removal
- Neglect, abuse, deliberate act, accident, or vandalism
- Act of God, casualty
- Vehicular traffic
- Improper dry cleaning fluids
- Improper cleaning methods and/or cleaning methods not sanctioned by SURFACE AMERICA, INC.

Warranty Claims Procedure

All warranty claims must be made in writing and sent with photographs to MEAK Playground Surfacing LLC., at the address listed below, within thirty (30) days after Owner has or should have knowledge of the alleged defect.

Within a reasonable time of receipt of notice, Surface America, Inc. shall have the opportunity to inspect the site and investigate the affected area, including the right to take any photographs and/or tests of the area.

Any repair or replacement work performed by a party other than Surface America, Inc. shall invalidate this Warranty and terminate any further obligation of Surface America, Inc.

Limitations and Exclusions of Warranty/Remedy

If an area of the surface is determined to be covered by this Warranty, MEAK Playground Surfacing LLC. obligations under this Warranty shall be to repair or replace the area. The remedy of repair or replacement shall be the Owner's sole and exclusive remedy.

Except in the case of personal injury, MEAK Playground Surfacing LLC. shall not be liable for consequential damages. In no event shall MEAK Playground Surfacing LLC. be liable for incidental or punitive damages.

This Warranty shall be of no force and effect if MEAK Playground Surfacing LLC. is not paid in full for the System and Surface America, Inc.'s obligations under this Warranty are expressly contingent upon MEAK Playground Surfacing LLC. being paid in full for the System. MEAK Playground Surfacing LLC. must be paid at least 90% of its contract balance within one hundred twenty (120) days of the substantial completion of its work and fully paid within one year of the substantial completion of its work, or when the retainage is due by Contract.

In the event that repairs are required which would otherwise be covered under the Warranty but for non-payment, MEAK Playground Surfacing LLC. and the Owner may mutually agree that Surface America, Inc. shall perform such repairs on a pre-pay basis.

NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE MADE AND ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN ARE DISCLAIMED.

This Warranty is issued by Surface America, Inc. in the State of Wisconsin and shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

Date: _____

Signature: _____

Project: _____

Completion Date: _____