

3 Year Extended Warranty for EVERPLAY Poured in Place Surface

This warranty extension is available for optional purchase and extends the regular 5 year warranty for the installed EVERPLAY poured in place surface to 8 years.

The conditions of the extension are;

- The warranty extension is purchased for a price of \$12.00/M2 or \$1.10/ft2 of the installed surface. The warranty extension may be purchased at the time of installation. The warranty extension may also be purchased at any time during the first 3 years after the installation of the EVERPLAY surface at a 15% increase and provided an ASTM F1292-04 test report is provided for a field test that is not older than 4 weeks prior to the date of extended warranty purchase.
- All EVERPLAY poured in place warranties require that the owner/operator must perform the maintenance as provided in the warranty document and available below and updated on the website, www.everplay.com.
- The owner/operator will arrange with EVERPLAY Installation Inc. for a surface inspection and drop test to ASTM F1292-09 in years 4, 6 and 8 at a cost of \$450.00 per play structure or functionally linked structures plus travel costs. The report will include the results of the testing and a report as to the state of the EVERPLAY surface and suggestions for maintenance or rejuvenation work that should be performed. Should there be a need to perform any work under the warranty; arrangements will be made with EVERPLAY Installation Inc. to have this work performed at no cost to the owner/operator.

The general terms of the warranty are;

Each **EVERPLAY** authorized installer warrants that the **EVERPLAY** "in situ" installed conforms to the formulations and standards of **EVERPLAY INTERNATIONAL INC.** This warranty is in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular use. To maintain the warranty in effect, the **EVERPLAY** maintenance procedures must be adhered to. Note that fading and wear of the pigment or painted surface are considered normal wear and tear. Not included is vandalism or other wilful acts.

The sole and exclusive remedy of the buyer against the **EVERPLAY** authorized installer shall be for the replacement of the defective area for a period of three years from the time of installation. No other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental, or consequential loss, shall be available to the buyer or owner.

rmz Elastech Products Inc., the manufacturer of polyurethane binders (SF138) utilized in the **EVERPLAY** "in situ" system will be able to provide a certificate stating that the SF138 polyurethanes utilized in the **EVERPLAY** project are the same as those formulated and manufactured for use in the **EVERPLAY** "in situ" system since 1990. The binders utilized in the **EVERPLAY** "in situ" contain no latex. Utilization of the SF138 will allow for the maintained **EVERPLAY** surface to remain resilient and

play and recreation surfaces **EVERPLAY** INSTALLATION INC.

perform within the requirements of the ASTM F1292-09 for the warranty period when field tested with a Triax2000 instrument from the same fall heights and at the same locations tested at the time of the initial **EVERPLAY** installation. The results of the drop tests at time of installation must provide a G-max less than 150 and HIC less than 800 for the noted drop heights when field tested with a Triax2000 instrument within a temperature range of -10°C and 55°C. For this warranty to be in effect, a plan outlining the locations, drop height and results must be forwarded to **EVERPLAY** International Inc. within 60 days of the initial **EVERPLAY** installation.

The current maintenance procedures are;

EVERPLAY "In Situ" MAINTENANCE PROCEDURES

EVERPLAY "in situ" is a poured in place recreation and play surface consisting of recycled rubber crumb bound together with a polyurethane binder. The thickness of the EVERPLAY "in situ" can range from 15mm (0.6") to 140mm (5.5") depending upon the application. The unique installation techniques that have been developed by EVERPLAY over the past 10 years allow for variation in resilience as required by the current standards. EVERPLAY "in situ" has been tested according to ASTM F-1292 for both Head Injury Criteria (HIC) and Gmax. EVERPLAY "in situ" contains polyurethane binders throughout the entire thickness of the system that have been specifically formulated for this purpose.

Generally the EVERPLAY will be kept clean with wind and rain, however there could be circumstances where mechanical cleaning may be required. Where the materials on the surface are larger than the pores in the EVERPLAY this would initially involve the sweeping of the surface with a broom. Where the particles on the surface are smaller than the pores (i.e. sand, etc.) the particles are to be removed from the EVERPLAY with a vacuum or a leaf blower. Annually or as required the EVERPLAY should be vacuumed to remove any small particles that have been carried to the EVERPLAY. A utility vacuum or gas powered landscape vacuum are to be utilized. Failure to perform this maintenance can lead to injury.

Winter conditions can pose a hazard as a result of low temperatures, snow and ice. Should the EVERPLAY surface become covered with ice or snow, this can be removed with a plastic snow shovel. Where the ice or snow has penetrated the EVERPLAY, de-icing pellets can be used to melt the ice. Salt is not recommended, as the salt will damage the surrounding surfaces and/or the play structures. Removal of ice and snow will not improve resilience at low temperatures. During winter and at temperatures below -10°C or when not in a dry condition, the performance of the EVERPLAY will be compromised and it is recommended to discontinue use.

For further information on the EVERPLAY 3 year warranty extension, please contact your technical sales representative.

Yours truly,
EVERPLAY Installation Inc.,

Per: Rolf Huber, President