

# FIBAR SYSTEMS

## PERFORMANCE WARRANTY

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

Effective January 1, 2006

### **TWENTY-FIVE YEAR**

#### **Fibar System 300®**

#### **Performance Limited Warranty:**

This Limited Warranty applies **only** to Fibar System 300 ("System") playground surfaces.

Fibar System 300 is warranted by Fibar Systems 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-five (25) years from the certified date of installation, subject to the conditions and exclusions listed below.

### **TWENTY YEAR Fibar System 200 and FIFTEEN YEAR Fibar System 100**

#### **Performance Limited Warranty:**

This Limited Warranty applies to Fibar Systems 200 and 100. The Fibar Systems 200 and 100 are warranted by Fibar Systems 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 System 200 and fifteen (15) years for System 100 from the certified date of installation, subject to the conditions and exclusions listed below.

### **LIFETIME FibarDrain® and FibarFelt® Materials Limited Warranty:**

This Limited Warranty applies to FibarDrain Material and FibarFelt Material ("Materials"). These Materials are warranted by Fibar Systems 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 FibarMat® & FibarPad<sup>sm</sup> Limited Warranty:**

This Limited Warranty applies to FibarMat and FibarPad Wear Mats. FibarMats and FibarPads are warranted by Fibar Systems to the original purchaser of the FibarMats and FibarPads, to be free from defects in material and workmanship for a period of three (3) years from the certified date of installations, subject to the conditions and exclusions listed below.

#### **Warranty Performance:**

Fibar Systems' entire liability, and the purchaser's sole remedy in the event the Materials and/or System do not conform, the

Limited Warranty shall be limited to replacement of the defective Materials and/or System 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 System being properly installed and maintained by the purchaser in accordance with the written instructions provided by Fibar Systems.

#### **Acts Invalidating Warranty:**

Incorrect installation, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use FibarMat® wear mats at slide exits, under all swings and tire swings [except enclosed or bucket tot swings], use of the System and/or Materials with others not provided by Fibar Systems, abnormal use, lack of or improper maintenance, or vandalism shall void this Limited Warranty and Fibar Systems 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 System are not covered by this Warranty.

#### **Disclaimers:**

No other Warranties. Fibar Systems 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 Fibar Systems 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 System, even if Fibar Systems 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 supersedes and replaces any previous warranties.

#### **Customer Service:**

For emergency service: Contact your authorized representative immediately. Or contact Fibar Systems, 80 Business Park Drive (Suite 300), Armonk, New York 10504-1705. Or call toll-free 800-342-2721 / 914-273-8770 / Fax: 914-273-8659.

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