



Conditional Limited Warranty For Playground Surface Products

Zeager Bros. Inc. ("Zeager") warrants its products to be free from defect in materials and workmanship when received by Zeager's customer.

Zeager further warrants its WoodCarpet® installed over an approved gravel drainage system, during normal use, to meet ASTM F1292 at a 12 foot fall height when using and maintaining a 12 inch layer of WoodCarpet®, for a period of 15 years from the date of the Zeager invoice. See installation specification & maintenance recommendations at: zeager.com/products/recreation/woodcarpet-system-1/

Zeager further warrants its TuffMat® wear mats, during normal use, that wear due to ordinary abrasion from pedestrian traffic will not penetrate completely through the wear course of the mat, for a prorated period of 5 years from the date of the Zeager invoice. An approved, functioning drainage system for the playground surface is required for warranty. See installation and maintenance recommendations at: zeager.com/products/recreation/tuffmat-surface-mat/

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, weathering, biological degradation or normal wear and tear.

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 TuffMat® wear mat, 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 TuffMat® wear mat, 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 within 10 days of receipt of the product, or within 10 days of the product's failure.

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 the customer'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 48 hours before delivery are subject to freight, cancellation and restocking charges.

WARNING: WoodCarpet can expose you to wood dust, which is known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.

WARNING: TuffMat can expose you to chemicals including - Vinyl chloride monomer; Carbon black; Ethyl acrylate; Titanium dioxide; Rutile (TiO2); 1,2-benzendikarboxylsyra,di-C8-10-alkyl ester, grenad; Nickel antimony yellow rutile (C.I. Pigment Yellow 53); Quartz; which are known to the State of California to cause cancer and/or Diisododecyl phthalate; which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.