# Playsafer\* RUBBER MULCH

Rubberecycle LLC (the "seller"), warrants that the Playsafer Rubber Mulch playground surfacing system will be free from defects in materials and worksmanship. The seller further warrants that the Playsafer Rubber Mulch will comply with the impact attenuation requirements set forth in the most recent version of ASTM F1292 applicable at the time of sale.



## **Submitting a claim**

All warranty claims should be submitted directly to the manufacturer.

Claims may be made via telephone by calling 1.888.436.6846.

All claims must be accompanied with the following:

- Project name and location
- Contact information of the claimant
- Date of original installation
- A detailed description of the claimed defect and the date the defect was discovered
- Images of the defect
- Any other information deemed necessary by the manufacturer to ascertain the nature and scope of the claim.

#### **Additional Considerations**

• The sellers liability is limited to the material and transportation costs of the repair, or replacement at the sellers option. The seller shall be responsible for the installation and associated costs only if such work was performed by the seller as part of the original contract or scope of work.

#### **Available Remedies**

Rubberecycle will repair, or replace any portion of the surface that meets the warranty criteria.

### **Warranty Exclusions**

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper maintenance and the like
- Failure due to improper sub-surface preperation.

- In the event that repair or replacement is made under this warranty, the remaining warranty applicable to the repaired or replaced product shall only extend for the time remaining under the original warranty.
- Seller reserves the right to discontinue of change any design or color of any product without notice or liability. If products of the type originally purchased are no longer available at the time a claim is submitted, seller may subsitute another product determined by seller to be of comparable quality and price.
- Failure to maintain appropriate depth as determined according to the highest potential fall height may void manufacture warranty and cause permanent injury or harm.
- This warranty is in lieu of all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Your exclusive remedy for any breach of warranty is as set forth in this warranty. This warranty gives you specific legal rights. You may have othe rights which vary from state to state and province to province.