



## Universal Terms & Conditions

### **Applicability**

These terms and conditions of sale are the only terms which govern the sale of the goods by Superior International Industries, Inc. (d/b/a Superior Recreational Products or GroundsForPlay, "SII"). The accompanying quotation, confirmation of sale or invoice issued by SII and these terms and conditions comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms and conditions prevail over any of a customer's general terms and conditions of purchase regardless whether or when a customer has submitted its purchase order or such terms. Fulfillment of a customer's order does not constitute acceptance of any of a customer's terms and conditions and does not serve to modify or amend these terms and conditions.

### **Freight and Handling**

All product is shipped EXW Shipping Point (Carrollton, GA; Mansfield, TX; or McAlester, OK). Title and risk of loss to all goods sold by SII transfer at the manufacturing plant. Freight weights shown are approximate and may vary. Freight and handling charges are additional and are not included in the selling price of the equipment. Transit time is dependent upon your location.

### **Damage/Loss Claims**

The responsibility for damage in transit is the carriers' whether it is visible damage or concealed damage. Shipments must be inspected immediately and visible damage must be indicated on the delivery copy of the freight bill. The customer is responsible for recovery of loss. Loss or damage claims must be filed within 15 days of receipt of shipment.

### **Storage Fees**

Storage fees of \$250.00 per week may begin to accrue on any order that is not accepted on or after the estimated ship date provided by SII. To prevent these fees, make all possible attempts to arrange a later ship date prior to the production of your order.

### **Material Storage**

It is the sole responsibility of the customer to provide for protection of the material after arrival at destination.



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### Installation and Assembly

Installation charges are additional and are not included in the selling price of the equipment. Detailed setup and assembly instructions are included in each shipment along with the hardware. Some fitting and cutting of parts may be required because of field conditions and will not be reason for rejection or back charges. Touch-up and finish painting and staining shall be the responsibility of the installer.

SII assumes no responsibility for the condition of the factory-applied finishes damaged or altered by installation or storage procedures. No corrections or alterations are to be made to our products without permission. Back charges must be pre-approved before any product corrections are performed.

Installation of equipment can be provided by SII qualified installation technicians. The time necessary for installation will depend on the equipment you purchased.

**Custom Designs:** We welcome the opportunity to develop specific products and specifications to meet your custom design requirements. Do not hesitate to call. Occasionally, new designs require extensive investigation and will require a pre-paid design and engineering fee. However, upon receipt and shipment of the order, the fee will be offset in the prices of the approved new product.

### Quotations

All quotations are firm for 30 days, after which, SII reserves the right to adjust pricing and freight and handling costs to reflect market fluctuations.

### Catalog Prices

Prices do not include delivery and installation charges and are subject to change without notice.

### Payment Terms

Customers shall pay all invoiced amounts due to SII within the number of days stated in the applicable invoice. SII may charge interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

### Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by a customer. A customer shall be responsible for all such charges, costs and taxes, which will be added to the invoice, except when SII determines that an appropriate tax exempt certificate has been provided with the order.

### Cancellations and Returns

Any cancellation or return must have proper authorization in advance. All cancellations are subject to a 15% handling charge and all returns are subject to a 25% restocking charge plus freight and handling. Custom products and Pre-cut Metal Roofs are non-returnable.



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### **Specifications**

Complete specifications are available on most products. Modifications to meet bid specifications are available. Consult your factory representative for complete details. Due to continuous product improvement we reserve the right to change specifications without notice; however, we will not substitute products without notice.

### **The Americans with Disabilities Act 1990**

Most SII products may be modified to be handicap accessible and when specified to be handicap accessible will conform to applicable ADA Standards.

### **GSA Contract**

Most SII products are available for Federal Accounts.

### **Minimum Orders**

Orders less than \$100.00 will be subject to a \$10.00 surcharge.

### **Force Majeure**

SII shall not be liable or responsible for any failure or delay when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SII including, without limitation, acts of God, natural disasters, labor disputes, delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or power outage.

### **Limited Prorated Manufacturer's Warranty**

EXCEPT FOR THE LIMITED MANUFACTURER'S WARRANTY SET FORTH BELOW, SII MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NEITHER CUSTOMER NOR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS NOR ANY OTHER PERSON OR ENTITY IS AUTHORIZED TO CREATE FOR SII (AND IS EXPRESSLY PROHIBITED HEREBY FROM CREATING OR OFFERING) ANY OTHER WARRANTY, GUARANTEE, REPRESENTATION OR OBLIGATION OR LIABILITY OF ANY KIND TO ANY PERSON OR ENTITY RELATING TO THE PRODUCTS SOLD BY SII.

PRODUCTS MANUFACTURED BY A THIRD PARTY MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO OR PACKAGED TOGETHER WITH, THE GOODS SOLD BY SII. SUCH THIRD PARTY PRODUCTS ARE NOT COVERED BY THE LIMITED MANUFACTURER'S WARRANTY BELOW. FOR THE AVOIDANCE OF DOUBT, SII MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH THIRD PARTY PRODUCT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.



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SII warrants its products to be free from defects in materials and workmanship under normal use and service from date of invoice for the periods specified below on an annual prorated basis as follows (unless otherwise specified below): SII will repair or replace, at its discretion, defective product with the repair or replacement cost proportionately allocated between SII and the customer based on the number of years lapsed in the limited warranty period. For example, a product with a limited 10 year warranty which fails in the 5th year of ownership will be repaired or replaced with a 50% credit applied towards a customer's repair or replacement cost, and a product with a limited 10 year warranty which fails in the 10th year of ownership will be repaired or replaced with a 10% credit applied towards a customer's repair or replacement cost. Freight and handling costs shall be paid by the customer. Labor costs of replacement shall be paid by the customer. Warranty claims must be reported within the applicable warranty period and be accompanied by a sales order or invoice number. THE FOREGOING REMEDIES SHALL BE A CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SII'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

- Lifetime limited warranty on all galvanized steel posts, fiberglass reinforced polymer (FRP) posts, stainless steel hardware, and aluminum fittings and post caps. For the purpose of this warranty, lifetime encompasses no specific term of years but rather that SII warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product will be free from defects in materials and workmanship under normal use and service. There is no proration on the lifetime limited warranty.
- 50 year limited warranty on posts made from recycled plastic materials.
- 30 year limited warranty on fiberglass shingles per the manufacturer's specifications.
- 20 year limited warranty on structural steel frames supporting HPDE shade fabric against failure due to rust-through corrosion under normal environmental conditions. Structures are warranted for winds up to 150mph only if shade canopies have been removed as per requirement set forth above in the shade fabric warranty. Removal and reinstallation must be performed by a qualified person or authorized dealer following the instructions provided by SII. This steel warranty shall be void if damage to the steel frame is caused by the installer, or from physical damage, damage by salt spray, or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.
- 15 year limited warranty on rotationally molded plastic components when included as part of a complete playground purchase.
- 15 year limited warranty on high density polyethylene (HDPE) plastic sheet, punched steel decks, Trex decking, and pipes, rungs, loops and rails.
- 15 year limited warranty on anchoring products (GroundPlug) to maintain structural integrity.
- 10 year limited warranty on HDPE shade fabric. SII shade fabrics carry a ten-year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, SII will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. The colors Red and Yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void. Fabric curtains, valences or flat vertical panels are not covered under the warranty.



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Fabric is not warranted where it is installed on a structure that is not engineered and built by SII or its agents. This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below. All HDPE shade fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds or other extreme conditions are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams. SII reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

- 10 year limited warranty on powder coat finish on shelter products under normal environmental conditions. This limited warranty is for factory applied finish only. This warranty does not cover cosmetic issues such as fading, discoloration, or weathering. Damage occurring from shipping, erection, vandalism, accidents, or field modification will require field touch-up immediately and periodically thereafter which is not covered in this limited warranty. The owner must report any defects in the powder coat at the time the installation is completed. The 10 year limited warranty excludes structures erected at sites where salt air, corrosive atmosphere or sprinkler systems come in contact with the shelter. This finish warranty shall be void if damage to the powder coat is caused by contact with chemicals, chlorine, thinners, degreasers, hydrocarbon containing solvents, pollution, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. Not covered by this limited warranty are acute angles, welds, and endplates that are prone to minor defects on occasions and will require touch-up by the owner.
- 10 year limited warranty on Sunset and Horizon umbrella models against rust.
- 10 year limited warranty on extruded plastic components.
- 10 year limited warranty on 100% expanded PTFE fiber (thread) used in shade products. This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- 10 year limited warranty on shelter products to maintain structural integrity.
- Painted or unpainted R-Panel, Max- Rib, and standing seam metal roof panels under normal environmental conditions will meet the following standards:
  - For a period of 25 years from the date of shipment (20 years for Brite Red), the coating system will not crack, check, peel (lose adhesion), chalk or change color (fade).
  - For a period of 30 years from the date of shipment, painted or unpainted metal roof panels, if erected within the United States, will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions.
- 8 year limited warranty on artificial turf materials against defects, including ultraviolet degradation and excessive fading.



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- 5 year limited warranty on Thermo-Plastic, PVC coated site amenities to be free of corrosion on seats and tops that results in bare metal exposure, excluding any corrosion that may be the result of vandalism or intentional stripping of any of the coating. SII does not warrant fading or surface contamination, due to the extreme variations of exposure and definitions of fading.
- 5 year limited warranty on structural supports for tables and benches to be free of rust outs that would compromise structural integrity. Surface rust or cosmetic paint deterioration is excluded.
- 5 year limited warranty on park grilles against rust out or breakage, excluding any damage that may be the result of vandalism or intentional destruction.
- 5 year limited warranty on Skyspan tensile membrane umbrella canopies and underlying frames.
- 5 year limited warranty on net climbers.
- 5 year limited warranty on poured in place surfacing provided that the sub-surfacing and surfacing is installed by SII. Warranty includes unreasonable rubber deterioration and surface brittleness resulting in cracking. Warranty does not cover damage during the curing process, shrinking, slight color variations including ambering, color fading, damage due to stains, burns, cuts, gouges, and indentations caused by unusual use, problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting or lifting of the substrate over which the surfacing product has been installed. Warranty excludes transfer stations, swings and slide exits. A urethane top coat must be applied every 24 months with supporting documentation to validate warranty.
- 5 year limited warranty on cedar shingles.
- 5 year limited warranty on Lexan/ polycarbonate panels.
- 3 year limited warranty on Kids Center playgrounds.
- 1 year limited warranty on steel, recycled plastic and wood site furnishings. Wood products are subject to weathering, cracking, checking, splintering and insects.
- 1 year limited warranty on all Child Works components.
- 1 year limited warranty on rotationally molded plastic components.
- 1 year limited warranty on all kayaks.
- 1 year limited warranty on all moving parts and windows.
- 1 year limited warranty on waterslides.
- 1 year limited warranty on labor for the removal, installation and/or freight for warranty claims on HDPE shade products; following that, labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- 1 year limited warranty on nature products and materials against manufacturing defects only. Nature materials and products are subject to weathering, cracking, checking, splintering and insects.
- 1 year limited warranty on installation of artificial turf materials if installed by SII. Installation includes seams, tape and edging.
- 1 year limited warranty on portable umbrella models.
- 1 year warranty on all other parts manufactured by SII not mentioned in this warranty statement.

This warranty will be void if the associated invoice is not paid for in full.



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Any failure will not be cause for extending the duration of this warranty.

This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, fading, discoloration, rust or weathering and normal wear and tear.

This warranty is valid only if the product is installed in conformity with instructions provided by SII using the approved parts.

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If a shade structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

SII is in no way responsible for damages caused by others, including: installer, fire, acts of God (lightning, storms, hail, etc.), corrosion, salt spray, pollution, of infestation by rodents or other vermin.

SII shall not be responsible for insurance standards or code compliance changes that may be required in the future.

No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of shade or umbrella structures, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

SII shall not be responsible delays due to missing, stolen, or non-conforming parts. Any rework of non-conforming parts must be authorized by SII prior to the time that the rework is done.

Some fitting and field cutting of parts may be required, and will not be subject to back charges or cause for rejection.

In the unlikely event of failure, SII reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s).

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL SII BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



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IN NO EVENT SHALL SII'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF PRODUCT HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SII FOR THE PRODUCTS SOLD HEREUNDER.

### **INDEMNIFICATION**

Customer shall indemnify, hold harmless, and defend SII and its affiliates against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing this right to indemnification and the cost of pursuing any insurance providers, incurred SII or any of its affiliates, arising out or resulting from of any third party claim alleging any bodily injury, death of any person or damage to real or tangible personal property caused by (i) the negligent acts or omissions of customer or its agents, employees or subcontractors, or (ii) any failure by customer or its agents, employees or subcontractors to assemble, install, maintain and/or use any product in accordance with the manufacturer's setup and assembly instructions, product manuals or other specifications.

### **WARNING**

**ALL PLAYGROUND PARTS AND EQUIPMENT SOLD BY SII ARE FOR USE ONLY BY CHILDREN, AND NOT BY ADULTS. ALL PARTS WITH PART NUMBERS ENDING IN "R" ARE FOR BACKYARD, RESIDENTIAL USE ONLY BY CHILDREN BETWEEN THE AGES OF 18 MONTHS TO 10 YEARS, AND UNDER 105 POUNDS OF WEIGHT. ALL PARTS WITH PART NUMBERS NOT ENDING IN "R" ARE FOR USE BY CHILDREN ONLY BETWEEN THE AGES OF 2 YEARS TO 12 YEARS, AND UNDER 125 POUNDS OF WEIGHT.**