

# Product Warranty

# DynaCushion



Product Warranty Information 2012

## "A Safer Tomorrow, Begins Today!"

**Designed specifically for use under playground equipment, high traffic areas, limit the loss or displacement of loose fill in kick out areas on the playground. DynaCushion Wear Mats offers a unique combination of shock attenuation, low maintenance, long wear, and accessibility.**

### What is Covered:

Subject to the following terms and conditions, Pierceton Rubber Products, Inc. warrants to the original purchaser that the DynaCushion sold will be free from manufacturing defects and meet or exceed product guidelines and testing under normal use for five (5) years from the date of sale, if upon inspection by the Seller, the DynaCushion evidences manufacturing defects, Seller's liability and Buyer's remedies are limited, at Seller's option, to replace the defective DynaCushion at the F.O.B point Pierceton, Indiana being the original contract of sale.

### What is not covered if conditions are not met:

Pierceton Rubber Products, Inc. does not warrant damages from the freight company, damages must be noted on the BOL at the time of delivery, damaged product is to be refused at the time of delivery, Pierceton Rubber Products, Inc must be notified at the time of delivery of the damaged product, and will be replaced accordantly, undamaged product must be accepted at the time of delivery. Any unnoted damages or accepted damaged product from the freight company will not be replaced at no charge.

### Warranty Conditions:

If the DynaCushion is defective within the applicable warranty period, Pierceton Rubber Products, Inc. will, subject to the conditions set forth, replace defective product at no charge within a reasonable period of time. Product used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective product shall constitute the sole and exclusive remedy in the event of a breach of warranty.

### Installation and Labor Cost:

Pierceton Rubber Products Inc. will not pay any installation and or labor costs associated with the replacement of defective product under this warranty, the owner shall be responsible for all such cost.

### Exclusions:

Product must be installed as per Manufacturer's instruction or warranty will be void. Any defect, malfunction or failure caused by or resulting from improper installation, including insufficient or lack of drainage, service or maintenance, or from abuse, neglect, accident, vandalism, act of God, or any other cause beyond the control of Pierceton Rubber Products, Inc will not be covered by this warranty. Failure to maintain the area, install all materials properly, Changes to the impact attenuation characteristics due to sand or other foreign materials are not covered by this warranty.

### Disclaimer:

Any implied warranties covering the DynaCushion, including but not limited to warranties for merchantability or fitness for a particular purpose, are limited in duration to five (5) years from the date of purchase. Pierceton Rubber Products, Inc. shall not in any case be liable for special, incidental, consequential indirect or other similar damages arising from breach of warranty, breach of contract, negligence or any other legal theory even if Pierceton Rubber Products, Inc. has been advised of the possibility of such damages. Pierceton Rubber Products, Inc. does not warrant improper installation.

