



Quality, Integrity & Innovation.

## Conditional Limited Warranty

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

Zeager further warrants its WoodCarpet system 1, during normal use, to meet ASTM F1292 at an 8 foot fall height when using an 8 inch layer of WoodCarpet or at a 12 foot fall height when using a 12 inch layer of WoodCarpet, and when installed on top of the drainage system specified by Zeager for system 1, for a period of 15 years from the date of the Zeager invoice. Using drainage & wear mats as specified by Zeager is required for warranty coverage.

Zeager further warrants its Bonded WoodCarpet system 7, during normal use, to meet ASTM F1292 at an 8 foot fall height when using a 2 inch layer of Bonded WoodCarpet on top of a 6 inch layer of WoodCarpet or at a 10 foot fall height when using a 2 inch layer of Bonded WoodCarpet on top of a 10 inch layer of WoodCarpet, and when installed on top of the drainage system specified by Zeager for system 1 or system 11, for a period of 3 years from the date of the Zeager invoice. Certified installation & using drainage & wear mats as specified by Zeager is required for warranty coverage.

Zeager further warrants its WoodCarpet system 11, during normal use, to meet ASTM F1292 at a 12 foot fall height when using a 10 inch layer of WoodCarpet, and when installed on top of the drainage system specified by Zeager for system 11, for a period of 20 years from the date of the Zeager invoice. Using drainage & wear mats as specified by Zeager is required for warranty coverage.

Zeager further warrants its foam and pvc WoodCarpet Mat, 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 period of 5 years from the date of the Zeager invoice.

Zeager further warrants its Bonded WoodCarpet system 6, during normal use, from cracks for a period of 1 year from date of Zeager invoice. Certified installation and approved sub-base is required for warranty coverage.

Zeager further warrants its RecMat system 71, during normal use, to meet ASTM F1292 at a 6 foot fall height when using a 1 inch layer of RecBase underneath, at an 8 foot fall height using a 2 inch layer of RecBase and a 3 inch layer of gravel underneath, and at a 10 foot fall height when using two 1 inch layers of RecBase and a 3 inch layer of gravel underneath, for a period of 5 years from the date of the Zeager invoice. Zeager further warrants its RecMat, during normal use, that wear due to ordinary abrasion from pedestrian traffic will not penetrate completely through the wear course of the surface of the RecMat, and that the locking system, when installed according to manufacturer's specifications, will ensure the surface remains fixed and functional for a period of 5 years from the date of the Zeager invoice.

Zeager further warrants its RecGrass system 81, during normal use, to meet ASTM F1292 at a 4 foot fall height when using a 1 inch layer of RecBase and a 3 inch layer of gravel underneath, at a 6 foot fall height when using a 2 inch layer of RecBase and a 3 inch layer of gravel underneath, and at an 8 foot fall height when using a 1 inch and a 2 inch layer of RecBase and a 3 inch layer of gravel underneath, for a period of 5 years from the date of the Zeager invoice. Zeager further warrants for 8 years that its RecGrass HP, LP & Color Blend shall be deemed to have maintained its UV stability and tensile strength if the original tensile strength and pile height of the Product does not decrease by more than fifty percent as a result of ultraviolet degradation within the applicable warranty period. This is a pro-rated warranty & does not cover damage caused by failure to maintain appropriate infill levels where applicable, high use areas such as swings, slide exits or spinner toys, continued exposure to reflective light from windows and other objects, the use of improper cleaning agents, the exposure to chemicals containing elements from the halogen group (such as chlorine, fluorine, bromine or iodine), herbicides, pesticides or other inappropriate chemicals. Chemical exposure can also result from run-offs from neighboring properties.

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. Bonded WoodCarpet, RecMat and RecGrass used primarily to cover high traffic areas are not covered by this warranty.

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 foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, 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 foam WoodCarpet Mat, pvc WoodCarpet Mat, or RecMat, 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 Bros., Inc. within 10 days of receipt of 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 not Zeager'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 24 hours before delivery are subject to shipping and handling charges. Copyright © 2016 Zeager Bros., Inc. Jan 2016