

# PermaLife SoftStuff™/Pour & Play™ LIMITED WARRANTY

The PermaLife SoftStuff™/Pour&Play™ ("SoftStuff") product manufactured by Assiniboia Rubber Recycling ("ARR") is a loose fill shredded rubber playground safety surfacing material manufactured from recycled automobile and truck tires. SoftStuff is guaranteed to meet the ASTM 1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment pursuant to the Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

ARR warrants SoftStuff against total color loss for eight years from the purchase date by the original owner. We also warrant the impact attenuation performance of this product pursuant to the ASTM standard listed above for the shorter of the period of original ownership or twenty five years, subject to the conditions and exclusions listed below. This warranty is given to the original owner only and is not transferable. All product warranties are conditioned upon SoftStuff being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from ARR.

Upon receipt of an eligible warranty claim and within a reasonable time after receipt, ARR will replace the SoftStuff product determined to be non-conforming on a pro-rated basis. Any replacement is subject to the examination of and written approval by ARR and is limited to the exclusions set forth below. Any replacement furnished by ARR in fulfillment of this limited warranty is only warranted for the unexpired portion of the original warranty.

ARR does not warranty SoftStuff against any product damage caused by the following: (1) Any misuse, tampering, or abuse by the end consumer or any third party, (2) Exposure to or application of chemical compounds, including but not limited to cleaning solvents or landscaping compounds, (3) Abnormal weather exposure, (4) Alterations to or improper installation of SoftStuff, (5) Physical loss, (6) Accident or negligence of the end consumer or any third party, (7) Disasters including but not limited to fire, flood, wind, or lightning. ARR will not honor a warranty claim if the product in question has been disposed of by the end consumer or any third party prior to an inspection by and approval from ARR.

ARR's entire liability and the purchaser's sole remedy, in the unlikely event that SoftStuff does not conform to this warranty, shall be limited to the replacement of the defective material and shall not include the removal costs or installation costs, consequential damages or a refund. No other guarantee or warranty is expressed, written or implied except as stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and ARR shall have no responsibility with respect to damage resulting there from.

Additionally, this warranty shall be void if foreign materials that may affect impact attenuation are deposited onto or into this product or if the end user fails to install and maintain the product pursuant to the installation guidelines. Under no condition shall ARR be liable for any damages whatsoever arising from the use or inability to use the aforementioned products, even if ARR has been advised of the possibility of such loss.

All claims shall be reported by customer to the entity  
from which the product was purchased  
for claim investigation and applicable  
warranty claim processing

