



PlayPower LT Farmington, Inc.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-800-325-8828

QUOTE: E0011180129

Project: E0011\_43272579223\_01

**Bill To:**

Dawne Kelly  
 Town of Schodak  
 265 Schuurman Road  
 Castleton-on-Hudson, NY 12033  
 518-477-7918 (phone)  
 dawne.kelly@schodak.org

**Project Name & Location:**

PB69692 Spinner Bee  
 Attn: Dawne Kelly

**Prepared by:**

Little Tikes Commercial  
  
 Craig Johnson  
 Aberdeen, NJ 07747  
 (347) 882-0514 (phone)  
 (732) 566-5275 (fax)  
 Craig.Johnson@playpower.com

**Ship To Address:**

Dawne Kelly  
 Town of Schodak  
 265 Schuurman Road  
 Castleton-on-Hudson, NY 12033  
 518-477-7918 (phone)

**End User:**

dawne.kelly@schodak.org

Quote Number: E0011180129  
 Quote Date: 6/22/2018  
 Valid For: 30 Days From Quote Date

**PlayArea\_2**

Product line: PlayBuilders  
 Age group: 5-12

**Global defaults**

Pb Cnc Routed Plastic Color	Buried
PB Ground Cover	GREEN
Pb Overhead Color	BEIGE
PB Panel/Crawl Tunnel Color	BROWNSTONE
PB Slide Color	BROWNSTONE
PB Village Panel Color	Brown
PB Vinyl Clr	BEIGE
Play Builder Accent Color	BROWN
Play Builder Post Color	FOREST GREEN
Rev Spin Body	RED
Rev Spin Handle	Desert Sand
Usa Shade Standard Fabric Color Low	Rain Forest
Usa Shade Standard Fabric Color Up	

**Components**

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005274	PB SQUARE DECK	4	77.00	3.00	624.00	2,496.00
100005350	PB HALF SQUARE DECK	4	75.00	2.00	564.00	2,256.00
100005640	PB TRIANGLE DECK	1	30.00	4.00	443.00	443.00
200054648	PB PANEL ARCH FINGER MAZE	1	46.00	2.00	604.00	604.00

200054654	PB PANEL VILLAGE SEAT	1	46.00	14.00	419.00	419.00
200058179	PB STRAIGHT CHALLENGE LADDER	1	56.00	13.00	796.00	796.00
200064814	SLIDE WAVE SGL.WD. 1625MM F/PB	1	150.00	48.00	1,272.00	1,272.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	5.00	0.36	0.00	0.00
200102552	CLIMBER FAN 64"/1625mm F/PB	1	131.00	55.00	1,356.00	1,356.00
200115331	PANEL ARCH TOP GEAR F/PB	1	32.00	3.00	1,286.00	1,286.00
200122443	SLIDE SPIRAL PB 1625/64 (2007)	1	378.00	188.00	4,365.00	4,365.00
200126270	PB 4' ARCH BRIDGE W/SAFETY RAILS	1	263.00	5.00	1,654.00	1,654.00
200127048	PB STEEL STORE FRONT	1	64.00	6.00	842.00	842.00
200200016	PB ANIMAL CRAWL-THRU PANEL	1	85.00	45.00	998.00	998.00
200200272	CLIMBER CURLY 1422MM/56" PB (2004)	1	70.00	37.00	839.00	839.00
200200330	SLIDE DBL.WD.PLASTIC48"/1220MM PB (2004	1	167.00	70.00	1,110.00	1,110.00
200200433	TRANSFER STATION 1220 MM PB_W/SAFE.RLS.	1	368.00	33.00	2,806.00	2,806.00
200200531	KIT MAINTENANCE PB W/O LIST PRICE	1	10.00	1.00	0.00	0.00
200200650	PB TELESCOPE PANEL DKMT	1	60.00	4.00	1,083.00	1,083.00
200201312	PB LEG LIFT BAR	1	3.00	0.10	191.00	191.00
200202437	PB VERTICAL POD CLIMBER 56"	1	110.00	29.00	1,478.00	1,478.00
200202616	PB POST W/CAP 3300MM (130")	7	47.00	2.00	170.00	1,190.00
200202617	PB POST W/CAP 3505MM (138")	1	50.00	2.00	179.00	179.00
200202618	PB POST W/CAP 3710MM (146")	3	53.00	2.00	190.00	570.00
200202621	PB POST W/CAP 4320MM (170")	2	62.00	3.00	211.00	422.00
200202765	PB RECYCLED TREEHOUSE SAFETY PANEL	1	90.00	6.00	1,121.00	1,121.00
200202766	PB RECYCLED TREEHOUSE WINDOW PANEL	1	105.00	9.00	1,198.00	1,198.00
200202785	NU-EDGE ARCH LOG CLIMB 1220MM(48") F/PB	1	115.00	6.00	1,634.00	1,634.00
200202902	BRIDGE CLATTER 8' PB W/SFTY.RL	1	417.00	31.00	3,982.00	3,982.00
200203046	PB SHADE 12X12 SAIL STD FAB	1	457.00	17.00	4,915.00	4,915.00
200203048	PB SHADE 18X18 SAIL STD FAB	1	570.00	20.00	7,151.00	7,151.00
200203062	PB TILTED ROCK CHALLENGE WALL 48"	1	125.00	4.00	1,769.00	1,769.00
200203104	PB 186 POST 3.5" F/SHADE	4	73.00	1.00	250.00	1,000.00
200203105	PB 194 POST 3.5" F/SHADE	4	76.00	1.00	265.00	1,060.00
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00	4,385.00	4,385.00
M00000961	SPRING RIDER BUMBLEBEE,NECTAR	1	150.00	40.00	1,239.00	1,239.00

## Biba\_Included

Product line: Park Service  
Age group:

### Global defaults

BIBA PAINT COLOR

### Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
9991Z	BIBA ENTRY SIGN	1	45.00	3.50	0.00	0.00
9992Z	BIBA POST MARKERS	1	10.00	1.00	0.00	0.00

## RiskSign\_Included

Product line: Park Service  
Age group:

### Global defaults

RISK MGNT SIGN CLR

### Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
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787Z	RISK MANAGEMENT SIGN - ENGLISH	1	45.00	3.50	0.00	0.00
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**Additional Items**

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
116022	LABEL WARNING - PLAYGROUND - ENGLISH	3	0.00	0.00	1.06	3.18
200104307	LABEL AGE APP. (5 TO 12 YRS.)	3	0.00	0.00	3.17	9.51
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	3	0.00	0.00	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	1	277.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	4	385.00	0.00	0.00	0.00

**Totals:**

Options:  
 \*Timber Borders 6' and Ramps  
 \*\*EWF Mulch – 12” depth 110cyds  
     Either dumped and spread or blown in  
 -Once layout is chosen estimate can be included  
  
 -This does not include any site preparation  
 Town to dispose of all packing material; installer  
 will breakdown near site

Equipment Weight:	8,886.00 lbs
Equipment Volume:	1,154.46 ft <sup>3</sup>
Equipment List:	\$58,121.69
Discount Amount:	-\$14,530.94
Products Subtotal:	\$43,590.75
Products by Other:	\$0.00
Installation:	\$24,000.00
Estimated Sales Tax*:	\$0.00
Freight:	\$3,920.50
<b>Grand Total:</b>	<b>\$71,511.25</b>

**Make Purchase Orders Out To:**  
 PlayPower LT Farmington, Inc.  
**Remit Purchase Orders To:**  
 PlayPower LT Farmington, Inc.  
 Attention: Sales Administration  
 878 E US Hwy 60  
 Monett, Missouri, USA 65708  
 1-800-325-8828

**Make Checks Payable To:**  
 PlayPower LT Farmington, Inc.  
**Remit Checks To:**  
 PlayPower LT Farmington, Inc.  
 P.O. Box 204713  
 Dallas, TX 75320-4713

**NOTE:**

\* Applicable sales taxes will be confirmed once order and any tax certificates are received  
 † Denotes drop ship item.  
 Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.  
 Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.  
 If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.  
 The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

**COMMENTS:**

This playground contains 14.20% recycled content  
 This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc (“PPLT”). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to “PPLT Sales Administration” via fax (417)354-2273 or email [outdoordes@LTCPS.com](mailto:outdoordes@LTCPS.com). Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.		
By: _____ _____ _____	Date: _____	

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

**General Notes:**

**Age Group**

2-5yrs  5-12 yrs  2-12yrs  13+ yrs

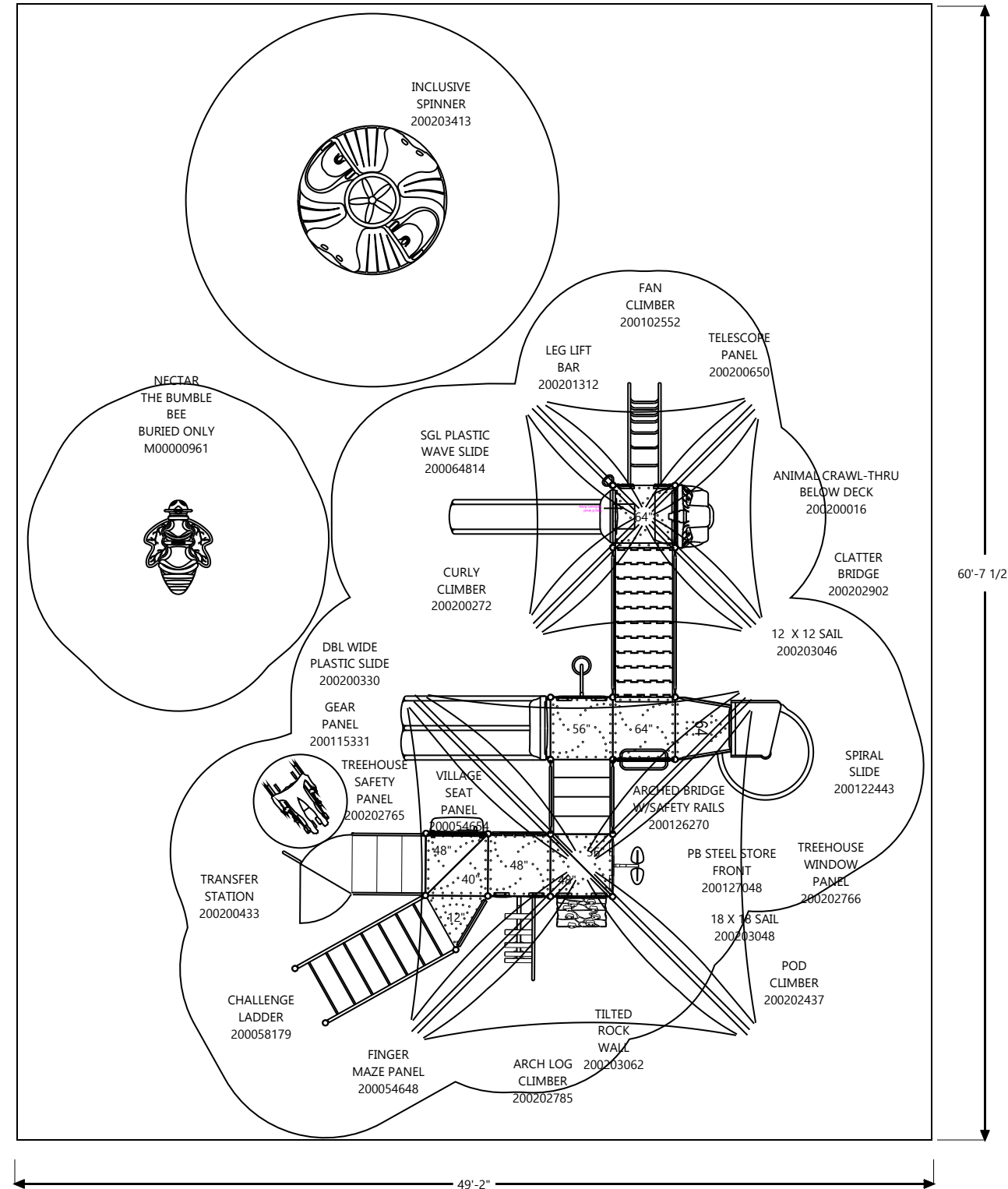
1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 5-12  
 ELEVATED PLAY ACTIVITIES - TOTAL: 12  
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0 REQ'D 6  
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0  
 GROUND LEVEL ACTIVITY TYPE: 5 REQ'D 3  
 GROUND LEVEL QUANTITY: 5 REQ'D 4



**PB69692**  
**Shodak, NY**

Child Capacity: 47



**Project:**  
 PB69692  
 Shodak, NY  
**LTCPS rep:**  
 Craig Johnson  
 Little Tikes Commercial Direct  
 (347) 882-0514

**Ground Space:** 36'-0" x 48'-6"  
**Protective Area:** 48'-0" x 60'-6"

**Drawn by:** Craig Johnson  
**Date:** 6/22/2018  
**DWG Name:** E0011\_43272579223

**LTCPS - Farmington**  
 878 East Highway 60  
 Monett, Missouri 65708  
**Voice:** 1-800-325-8828  
**Fax:** 417-354-2273

**Playground Layout Compliance:**

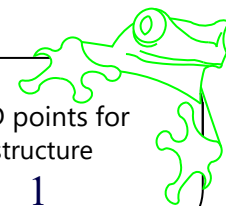
- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure  
**1**











# Color Options

## plastic colors

Our plastic color options give you the variety you need to customize your playground. Made with UV stabilizers, anti-static guard and 1/4" wall thickness. Made from compound resin to improve and enhance strength and durability.



## post and accent colors

At Little Tikes Commercial, we stand by our paint because it's proven to beat the competition in durability and superior finish. Our paint application process applies multiple layers that combat rust and corrosion, and insures long lasting finish.

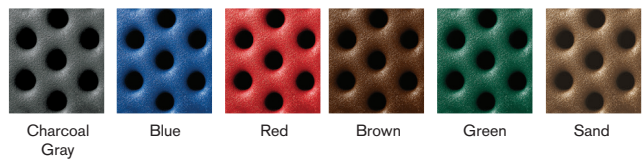


## swing seat colors



## vinyl deck colors

Decks, steps, ramps and bridges. All colors not available on all structures. Ask your local sales representative for more details.



## compression molded plastic color combinations



ss-Color-IT - 02.2317

Colors are subject to change without notice. These color swatches above are for reference only, and are an approximation that do not reflect the properties of physical materials, and can vary when printed. For more information on color samples and the most up-to-date specifications consult your local representative. Little Tikes Commercial uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Little Tikes Commercial does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.



Play Structures



## Product Warranty Statement

Revised December 1, 2010

Subject to the limitations, exclusions and provisions set out herein PlayPower LT Farmington, Inc. warrants its products, under normal use and proper maintenance, as follows:

**Limited One-Year Warranty** – On all products against failure due to defects in material and workmanship.

**Limited 100-Year Warranty** - On all aluminum posts, steel posts, stainless steel hardware and KidBuilders® steel clamps against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

**Limited 50-Year Warranty** - On the impact attenuation performance of LandSoft® Rubber Mulch safety surfacing when maintained to Little Tikes Commercial specifications.

**Limited 15-Year Warranty** - On all rigid main play structure plastic, steel, and vinyl coated components against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

**Limited 10-Year Warranty** - On all ShadeBuilders® steel frames against failure due to corrosion, deterioration or faulty workmanship.

**Limited 10-Year Warranty** - On LandSoft® Rubber Mulch color steadfastness.

**Limited 8-Year Warranty** - On the impact attenuation performance and appearance of LandSoft Synthetic Turf safety surfacing when maintained to Little Tikes Commercial specifications.

**Limited 5-Year Warranty** - On all ShadeBuilders fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship.

**Limited 5-Year Warranty** - On all coated steel rope cables and Matrix® steel cables against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

**Limited 5-Year Warranty** - On all Clever Climbers™ polyethylene slides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.

**Limited 3-Year Warranty** - On KidTiles®, KidTimbers® Border Panels, Playground Sculptures and all KidRiders® products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.

**Limited 1-Year Warranty** - On all Learning Lab™ Sensory Tables and Tot Tree plastic components against failure caused by defects in materials and workmanship.

**Limited 1-year Warranty** - against structural failure due to defects in materials or workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing bearings, chains, trolleys, springs, flexible climbers, and play panel mechanisms.

### LIMITATIONS, EXCLUSIONS AND ADMINISTRATION

1. The warranty periods set out above shall begin on the date products are shipped from Seller's facility. Repaired and/or replaced products are warranted through the expiration of the original warranty period.

2. Seller's Limited Warranty extends only to the original purchaser/end user of products from Seller or Seller's authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases products from the Original

Purchaser.

3. Seller's Limited Warranties specifically do not cover defects and damages caused by: normal wear and tear, such as scratches, dents, mars, rope fray, color fade and surface rust; improper installation and assembly, use, service and/or maintenance inconsistent with Seller's instructions and product specifications; unauthorized product modification and/or alteration; improper repair; neglect, abuse or vandalism; severe weather and natural disaster.

4. Seller's sole obligation relative to the above stated warranties is to provide replacement parts, products and materials only. Seller is expressly not required to cover labor charges or costs related to removal, repair, replacement, installation, service or handling of parts, products, or materials. .

5. All warranty claims for covered products occurring within the above stated warranty periods must be submitted by Buyer in writing to Seller within thirty (30) days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be directed to:

PlayPower LT Farmington, Inc.  
Attn: Customer Service  
878 E. US Hwy 60  
Monett, MO 65708  
Phone: 800.325.8828  
Facsimile: 573.760.7468  
Email: warranty@ltpcs.com

Seller may elect, in its sole discretion, to inspect the alleged defect(s) at Buyer's site or at Seller's facility. Buyer shall not return parts to Seller until authorized by Seller to do so. Authorized returns to Seller's manufacturing facility in Monett, Missouri must be properly packaged and shipped prepaid and insured, at Buyer's expense. After inspection and verification of warranty coverage, repaired or replacement parts and products shall be shipped to Buyer at Seller's expense.

6. The above warranty is for repair or replacement only. Except to that limited extent, Seller shall not under any circumstance be liable for any loss, cost, damage or expense of any kind arising out of breach of this warranty or otherwise. Without intending to limit the foregoing sentence, it is specifically provided as follows: SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

7. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE.

#### **ADDITIONAL ORDER POLICIES**

**Prices:** Published prices are subject to change without notice. All orders are subject to approval by PPLT. All prices are in U.S. dollars. Product prices are FOB Monett, Missouri and do not include freight – freight charges will be added to product prices. Lease purchasing options are available through the Lease Program.

**Invoice Terms:** Net 30 Days. Finance charge of 1 1/2 % per month or maximum allowable by law will be added to past due balance.

**Sales Tax:** Will be added to the invoice except when a tax exempt certificate is furnished.

**Freight Charges:** Products are shipped FOB Monett, MO, Pre-Pay and Add. For orders from Municipalities, Government Agencies, School Systems and Businesses (listed favorably with Dunn & Bradstreet), freight will be prepaid and added to the invoice in accordance with PPLT's standard freight rate chart. For orders that are to be prepaid, please contact our Sales Department for a firm freight quote before sending your prepaid order.

**Weights:** Shown as approximate and include packing materials

**Delivery Terms:** Within the United States, F.O.B. Monett, MO. For Exports (overseas shipments), typically shipments are EXW (Ex Works Factory) Monett, MO, USA. Consult the PPLT Sales Department for special terms and desired arrangements. Ocean and air freight options are available.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition. Before you sign, please check this bill of lading carefully when the shipment reaches you to make sure there are no damages or shortages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage. All claims for loss or damage to product should be reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to PPLT's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

**Cancellations and Returns:** Cancellations will be accepted upon written notification at our offices. Returns will be accepted only when freight charges are prepaid, insured, and we have expressly authorized the return. Please provide invoice number, invoice date, and reason for your return. Parts not included are custom parts, as well as used or damaged parts. There will be a restocking fee for all returned orders and on cancelled orders.

**Specifications:** PPLT has a policy of continuous product improvement and reserves the right to discontinue or change specifications without written notice

**Freight Carrier Information:** All freight is shipped unassembled via UPS (if able) or common carrier. On all common carrier shipments, the customer is responsible for unloading. Inside delivery is available for an additional charge.

## **COMMITMENT TO SAFETY**

Nothing is more important than a safe, positive play environment for children to play in. Our commitment to providing this positive environment starts with meeting and/or exceeding compliance with the performance safety specifications established by organizations such as ASTM, CPSC, CSA and EN. Beyond compliance, we are an active participant in many of these standard writing bodies providing input into the standard development process. Our associates and representatives have the knowledge and experience to provide positive play designs that provide the challenge and play value for all children.

## **Commitment to the Environment**

Protecting and preserving the environment for our childrens' future is a priority of everyone at PlayPower LT Farmington, Inc. We are committed to closing the recycling loop by using pre and post-consumer recycled material wherever possible and by ensuring that nearly everything we make can be recycled back into the environment. From steel and aluminum to rubber and plastic, almost everything we make uses some amount of recycled material. By installing a Little Tikes Commercial® play structure we are all doing our part to ensure a better world for our children.

## **GUIDELINES AND STANDARDS**

### **CPSC**

The Consumer Product Safety Commission (CPSC) created playground safety guidelines to help local communities, schools, day care centers, corporations and other groups build safe playgrounds. The Handbook for Public Playground Safety includes safety guidelines for designing, constructing, operating and maintaining public playgrounds.

U.S. Consumer Product Safety Commission

Washington, D.C. 20207

E-mail: [info@cpsc.gov](mailto:info@cpsc.gov)

[www.cpsc.gov](http://www.cpsc.gov)

### **ASTM**

The American Society for Testing and Materials (ASTM) is an independent world renowned developer of technical standards utilized in testing products. Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, F1487 & F2373 establishes nationally recognized safety standards for public playground equipment.

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19428-2959

E-Mail: [service@astm.org](mailto:service@astm.org)

## **CSA**

Canadian Standard Association (CSA) is an independent organization whose mission is to provide an open and effective forum for activities facilitating the development of standards to meet national needs. The CSA Standard CAN/CSA-Z614, A Guideline on Children's Playspaces and Equipment was approved.

Canadian Standard Association  
5060 Spectrum Way Suite 100  
Mississauga, Ontario, Canada L4W 5N6  
1-800-463-6727  
[www.csa.ca](http://www.csa.ca)

## **TÜV Product Service**

TÜV Product Service is a world renowned leader in testing and certification activities. European Standard EN1176 is the most up-to-date combined European Standard for Commercial Playground Equipment. Use of the TÜV certification mark is evidence to the customer of product quality and compliance to stringent safety standards.

TÜV SÜD America  
10 Technology Drive  
Peabody, MA 01960  
[www.TUVamerica.com](http://www.TUVamerica.com)

KidBuilders®, SkyBuilders™, PlayBuilders®, MaxPlay® Systems and Clever Climbers play equipment has been tested to be in conformance with safety requirements and standards set forth by ASTM F1487.

In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.11, 10 & 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.5, 10 & 11; or both. The use of the corresponding logo in Little Tikes Commercial® catalog signifies that Little Tikes Commercial has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Check the IPEMA website ([www.ipema.org](http://www.ipema.org)) to confirm product validation.

Validation is an ongoing process as new products are certified and released.  
Please contact your local representative for an updated listing or visit our web site at <http://www.littletikescommercial.com>

When installed according to our layout drawings and installation instructions, KidBuilders, SkyBuilders, PlayBuilders, MaxPlay Systems and Clever Climbers play equipment meet guidelines as defined in the U.S. Consumer Product Safety Commission's Handbook for Public Playground Safety and the Canadian Standard CAN/CSA-Z614.

KidBuilders, PlayBuilders, MaxPlay Systems, Clever Climbers and Spring Riders have been certified to the EN 1176 by TÜV Product Service GMBH.

PlayPower LT Farmington, Inc. is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment.

American Welding Society Certified D1.1

Canadian Welding Bureau Certified

Canadian Welding Bureau Certified