

## **Warranty Conditions – playground equipment by SAPEKOR s.r.o.**

Valid from: 22 November 2017

SAPEKOR s.r.o. (the "manufacturer") declares that all playhouses and their sets, climbing frames, swings and other playground equipment ("playground equipment") is manufactured in accordance with the safety requirements under EN 1176-1:2008, EN 1176-2:2008, EN 1176-3:2008, EN 1176-4:2008, EN 1176-5:2008, EN 1176-6:2008, EN 1176-10:2008, EN 1176-11:2008, which precisely define the characteristics for playground equipment and the exact dimensions and sizes of holes, hatches and passages which the manufacturer must maintain. The above is also demonstrated by means of certificates in the possession of the manufacturer. The buyer is provided with a document that confirms that the supplied playground equipment is manufactured in accordance with the above-mentioned European standards (EN) together with the delivered goods. The certificates are provided to the buyer upon request.

Provided that all the manufacturer's instructions given in the relevant documents (these documents are delivered to the buyer at the latest with the delivery of the goods) are fulfilled:

- Instructions for handling, operation, inspection and maintenance dated 24 October 2017;
- Assembly instructions (if the buyer carries out assembly himself);
- Catalogue lists of individual playground equipment;
- These Warranty Conditions;

the manufacturer provides a quality warranty on the playground equipment (playground equipment shall be fit for use for the stipulated purpose throughout the warranty period and shall retain the stipulated characteristics; if the purpose and characteristics are not stipulated, the warranty shall apply to the usual purpose and characteristics):

- 1) for ten years: on non-rusting and strength of the structure, with the construction being understood as stainless steel pipes and tubes;
- 2) for two years: on other parts.

The warranty period commences on the day when:

a) the playground equipment is installed on the playground or other place (if assembly is carried out by the manufacturer) and signing of the handover report by the manufacturer and the buyer;

b) the buyer sent the prescribed photographs from the assembly (made according to the specifications in the assembly instructions) and receives email confirmation that the photographs are OK. The playground equipment must be assembled within 3 months of its purchase at the latest, unless stipulated otherwise in the contract between the manufacturer and the buyer, whereas the purchase day of the playground equipment is considered the day when the playground equipment is taken over – the date

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and signature of the buyer on the bill of delivery.

The tax document (invoice) serves as the warranty card.

A warranty is provided (as mentioned above) only if the buyer fulfils all of the manufacturer's instructions and keeps records of the required checks in the operational book that it is obliged to ensure. For playground equipment the buyer is obliged to ensure the main annual inspection (warranty inspection), whereas this inspection may be performed by the manufacturer or by personnel trained by the manufacturer, or a person authorized to carry out playground inspections in accordance with the relevant legislation in the given country.

**Types of checks:**

Visual check – weekly (competent person determined by the operator).

Operational check – min. one every 3 months (competent person determined by the operator).

Main annual inspection (warranty inspection) – the manufacturer, a person trained by the manufacturer or a person authorized to carry out playground inspections in accordance with the relevant legislation in the given country.

All checks must be carried out according to EN 1176-1,7:2008 and the manufacturer's recommendations.

Claims are automatically rejected if no operational book is kept with all records of the checks carried out.

**Warning for buyers:**

Repairs and modifications to playground equipment may be made only by the manufacturer or a company trained by the manufacturer.

**The warranty does not apply to:**

- defects of the playground equipment caused by incorrect assembly, with the exception of assembly carried out by the manufacturer, incorrect handling and misuse of playground equipment;
- defects of the playground equipment caused by vandalism, devastation and the like;
- defects of the playground equipment caused by damage from natural disaster;
- defects of the playground equipment caused by its being used for other than the intended purpose;
- defects of the playground equipment caused by mechanical damage during use;
- defects of the playground equipment caused by damage when used by unauthorized persons, whereas each play set or piece of playground equipment in the SA Primo line has a catalogue list stating the age group for which the playground equipment is intended, the number of users and load;

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- defects of the playground equipment caused by natural wear and tear, material aging and climatic conditions (colouring of stainless steel, colour change and brittleness \*HDPE sheets, wear of fastening materials);
- defects of the playground equipment caused by cutting of chains on swings and plastic or steel stitches on nets that are exposed to natural wear during conventional use;
- defects of the playground equipment caused by the use of any paints;
- defects of the playground equipment caused by incorrect treatment of stainless steel structures;
- defects of the playground equipment caused by repairs and modifications of the playground equipment not approved by the manufacturer.

If the buyer discovers a defect in the playground equipment during the warranty period, he has the right to return the playground equipment during the warranty period. The buyer must make the claim by written notice (registered mail) sent to the manufacturer's premises without undue delay after the defect is discovered. The complaint letter must include the date when the playground equipment was taken over, the name of the playground equipment, the claimed quantity, a description of the defect, photographs showing or depicting the defect of the playground equipment. In the case of assembly carried out by the buyer himself, there must also be photographs from the assembly. There must also be a proposal to settle the claim. The bill of delivery and the receipt must also be enclosed.

The manufacturer shall process the complaint as soon as possible within 30 calendar days of receipt of the complaint. If the manufacturer does not reject the claim within this time limit, it is required to remove the defect within 60 calendar days of delivery of the complaint, by repairing it or by supplying playground equipment or its component that is free of defects. The manufacturer points out that it is only obliged to correct the defect and that it is not obliged to cover any other costs that may be incurred by the buyer.

\*Note: HDPE sheets – high-density polyethylene sheets