

NuPlay Limited Warranty

This limited warranty covers material manufacturing defects in the rubber mulch (the "Product") enclosed in this package, that such Product (a) will resist decolorization due to fading over 100% of the surface for a period of twelve (12) years from the date of manufacture; and (b) is 99.9% wire-free. This limited warranty is non-transferable and shall apply only to the original purchaser of this Product ("Purchaser"), who purchases the Product for personal or business use and not for the purpose of distribution or resale.

Within a reasonable period of time after receipt of a timely written notification of an eligible warranty claim, International Mulch Company ("Manufacturer") will, at its option, either replace the Product determined by the Manufacturer to be non-conforming, or issue a credit for such non-conforming Product. Manufacturer will require proof of the date of purchase of any Product. Any replacement or credit for non-conforming Product is subject to the Manufacturer's prior examination of the non-conforming Product and its written approval, and is subject to the exclusions set forth below. Any replacement Product furnished by Manufacturer in fulfillment of this Limited Warranty is warranted only for the unexpired portion of the original warranty. Purchaser acknowledges that there may be a color variance between the original Product and any replacement Product, as a result of normal weathering of the original Product, and is not considered a material defect.

This limited warranty does not cover damage, deterioration or malfunction resulting from any of the following: (I) accident, negligence, misuse, improper installation, acts of third parties, or failure to follow instructions from International Mulch Company; (II) any shipment of the Product (all such claims must be presented to the carrier); (III) Product which has been altered; (IV) Product exposed to chemicals or unusual elements which discolors or adversely affects the Product; (V) Product which is not supplied by Supplier as indicated by its original packaging or on which the serial number has been defaced, modified or removed on the packing; (VI) improper installation or treatment*; (VII) Product which has not been purchased from an authorized distributor of Manufacturer; and (VIII) color changes and/or fading which are a part of the normal weathering process of the Product. The Manufacturer is not responsible, and Purchaser waives all claims against Manufacturer, for any incidental/consequential damages, installation, removal or shipping charges resulting from removal or replacement of the Product. Purchaser waives all claims against the manufacturer of the Product; and, except as expressly set forth in this Limited Warranty, Purchaser shall look solely to the Manufacturer for recovery under this Limited Warranty.

By opening this package, the Purchaser of this Product agrees that the exclusive remedy for any defect in the Product shall be restricted to the limited warranty on this package. The Manufacturer hereby disclaims any and all implied warranties relating to the product, including the warranties of merchantability and fitness for a particular purpose, all of which are hereby excluded to the fullest extent allowed by law. No warranties, whether expressed or implied, will apply after the limited warranty period has expired.

International Mulch Company
P.O. Box 31366
Des Peres, MO 63131

*Playground Applications Note: Failure to maintain appropriate depth as needed based on the highest potential fall height may void Supplier's warranty relating to wear and tear and other performance issues.