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Conditional Limited Warranty

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

Zeager further warrants its premium and recycled Woodcarpet® system 1, during normal use, to meet ASTM F1292 at an eight (8) foot fall height when using an eight (8) inch layer of Woodcarpet® or at a twelve (12) foot fall height when using a twelve (12) inch layer of Woodcarpet®, for a period of fifteen (15) years from the date of the Zeager invoice or for a period of three (3) years from date of Zeager invoice if the Woodcarpet® has been bonded.

Zeager further warrants its premium and recycled Woodcarpet® system 11, during normal use, to meet ASTM F1292 at a twelve (12) foot fall height when using a nine (9) inch layer of Woodcarpet® or at a sixteen (16) foot fall height when using a twelve (12) inch layer of Woodcarpet®, for a period of twenty (20) years from the date of the Zeager invoice or for a period of three (3) years from date of Zeager invoice if the Woodcarpet® has been bonded.

Zeager further warrants its foam and pvc Woodcarpet Mat® to be free from defect in materials or workmanship during normal use for a period of five (5) years from the date of the Zeager invoice.

Zeager further warrants its Recmat® system 71 during normal use to meet ASTM F1292 at a six (6) foot fall height when using a one (1) inch layer of Recbase® underneath, at eight (8) foot fall height using a 1.4" layer of Recbase® underneath with 2" gravel & at a ten(10) foot fall height when using two (2) one (1) inch layers of Recbase® underneath, for a period of ten (10) 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.

Zeager further warrants its Recgrass® system 81 during normal use to meet ASTM F1292 at a four (4) foot fall height when using a one (1) inch layer of Recbase® and at least two (2) inches of gravel underneath or at a six (6) foot fall height when using a two (2) inch layer of Recbase® underneath for a period of three (3) years from the date of the Zeager invoice. Zeager further warrants that its Recgrass® color loss will not exceed fifteen percent (15%), based on an acceptable gray scale, and that its tensile strength and pile height will not decrease by more than fifty percent (50%), for a period of ten (10) years from the date of the Zeager invoice. This warranty does not cover damage caused by failure to maintain appropriate infill levels where applicable, 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 other than on Recgrass®, weathering, discoloring other than on Recgrass®, biological degradation, or normal wear and tear. Recmat® and Recgrass® used in high traffic areas only, in combination with other surfacing products not sold by Zeager are excluded from 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 ten (10) days of receipt of product or within ten (10) days of failure of product to meet Zeager's specifications or ASTM F1292.

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.

Maintenance Recommendations

Daily

1. Visually inspect the entire playground area. Remove all foreign material (i.e. trash, tree branches, etc.). [Reference ASTM F1487, Section 13.2.2]

Weekly

1. Rake the Woodcarpet® as necessary to keep the surface level and the depth sufficient throughout the play area. A level surface is necessary for wheelchair access and compliance with ADA regulations. Woodcarpet Mat® will reduce or eliminate the need to rake the Woodcarpet® under high use areas such as swings and slide exits.
2. Use a leaf blower or broom to keep RecMat® and RecGrass® surfaces clean. A vacuum can be used on RecGrass®. If mud or stain is apparent, a water hose with a pressure spray tip or power washer can be used. Cleaning agents that do not contain bleach can be used moderately, dilute as recommended by the manufacturer and apply with mop or scrubbing device.

Monthly

1. In the play structure use zones, dig down to the subsurface or drain system and measure the depth of Woodcarpet®. Ensure that the depth is sufficient for the fall height of the structure. [Reference ASTM F1487, Section 13.2.1] All equipment footers should be covered with 12" of WOODCARPET®. All play areas installed over a hard surface (asphalt, concrete, etc.) must maintain a minimum of 12" of WOODCARPET® and must have a drain system and wear mats in all high traffic areas. The use of markings on the play structure supports or on the containment barriers is also recommended as a means to ensure sufficient depth. Top off with additional Woodcarpet® as needed.
2. The Woodcarpet® surface must be maintained at a specific distance below some components (i.e. slide exits, swing seats, merry go rounds, transfer stations, etc.). [Reference ASTM F1487].
3. Check and ensure sufficient depth of Woodcarpet® under each Woodcarpet Mat®. A pointed instrument may be used to penetrate through a drain hole in the mat to the base of the Woodcarpet®. Top off as needed. To top off, cut the plastic cable ties on three sides of the mat (this is not necessary if the mat was not anchored), turn the mat over, and add Woodcarpet® to the desired depth. Turn the mat back over, and dig a channel around the 3 edges of the mat, down to the base of the Woodcarpet®. If necessary, use new plastic cable ties to reattach the mat to the anchors. Refill the channel and ensure mat edges are covered so as not to create a trip hazard.
4. Check and ensure that each Woodcarpet Mat® is securely anchored (some Woodcarpet Mat®s are not required to be anchored), and that mat edges are sloped down and covered with Woodcarpet® so as not to create a trip hazard.
5. Visually inspect each Woodcarpet Mat® for holes, tears, exposed anchors and exposed cable. Pvc Woodcarpet Mat®s manufactured prior to 2002 had reinforced cable embedded in the mat. Immediately cut and remove any exposed cable and examine any holes or tears. Holes or tears could be a trip hazard. If the mat contains any hazards, remove the mat and replace with a new mat. Drive any exposed anchors below the base of the Woodcarpet®.
6. If Woodcarpet® is bonded, check for cracks and weaknesses in the bonded layer. Cut out any loose or cracked sections and fill in with fresh Woodcarpet® and adhesive. See Bonded Woodcarpet® installation instructions.

Notes

1. Woodcarpet® appearance and longevity will be enhanced by the removal of weeds or periodic application of an approved weed inhibitor. Application should be done by a certified pesticide applicator and be suitable for human contact. When mowing around the play area, mow so that grass and leaves are blown away from the playground.
2. During a dry season, it may be necessary to wet the surface of the Woodcarpet® with water. When tested, fresh Woodcarpet® was found to be fire resistant because it is made from fresh wood, which has sufficient moisture content. An alternative to periodically applying water would be to apply a fire retardant. Ensure that the retardant is designed to be used on fresh wood and that it is safe for human contact.
3. During a rainy season, check the functioning of the drain system by checking the flow from an outflow pipe immediately after rain or by digging down to the base of the Woodcarpet® to check for standing water. The water level should be below the base of the Woodcarpet® within 30 minutes after the rain ceases. Poor drainage will decrease life expectancy and resiliency.
4. Woodcarpet® contains fresh wood. Fresh wood contains tannins, which are a natural preservative found in living plants and trees that rain will eventually wash out of the Woodcarpet® into the drain system. This dark brown residue is externally harmless to humans and should gradually diminish.
5. During freezing conditions, Woodcarpet® will likely be less resilient, particularly with poor drainage. Restrict use of the area accordingly.
6. These recommendations are based on average climate and playground use conditions. For example, during heavy playground use, more frequent maintenance may be necessary.
7. Due to weather conditions, poor drainage, too much shade, or a combination thereof, bacteria may rapidly colonize, which may lead to fungus growth on the Woodcarpet®. If fungus becomes visible, simply scoop out and dispose of the fungus. Apply a mixture of one part liquid laundry detergent to three parts water to the area with a pump sprayer, or spread lime on the surface and lightly rake into the area.
8. For more information, contact a Zeager representative.