
Warranty

The benefits given to the purchaser by this warranty are in addition to all other rights and remedies in respect of the product that the consumer has under the Trade Practices Act 1974 and other Commonwealth, State and Territory laws.

1. The goods sold to the purchaser will be free of defects in workmanship and materials.
2. Subject to the “Conditions of Warranty”, The Play Works gives the following limited warranties against structural failure due to corrosion, deterioration or workmanship:

<u>Stainless Steel</u>	<u>20 years</u>
<u>Aluminium</u>	<u>15 years</u>
<u>Plastic equipment or components</u>	<u>10 years</u>
<u>Fixed steel equipment</u> (excepting corrosive environments eg within 2 kms of salt water)	<u>10 years</u>
<u>Powder-primed, powder-coated steel equipment</u> (for use in areas more than 100 metres away from salt water)	<u>5 years</u>
<u>Timber</u>	<u>2 years</u>
<u>Moveable metal equipment</u>	<u>3 years</u>
<u>Dynamic parts (eg bearings, chains etc)</u>	<u>2 years</u>
<u>Rope connectors, terminations & foundation hardware</u>	<u>10 years</u>
<u>Combination Rope – premature wearing</u> (see separate specific warranty details for rope equipment)	<u>1 year</u>
<u>Steel cable is a replacement item and is not covered by warranty for wear and tear</u>	

Under the warranty stated above The Play Works undertakes to repair or replace any defective part at its own discretion. The Play Works shall deliver the repaired or replacement part to the site at their own expense. Replacement parts are warranted for the balance of the original warranty.

Conditions of warranty

The warranty stated above is valid only under the following conditions:

1. The Play Works is notified of the claim in writing promptly after discovery of the defect and within the applicable warranty period.
2. The goods have been maintained and inspected in accordance with the manufacturer’s instructions.
3. The goods have not been subject to use other than the purpose for which they were designed.
4. The goods have not been subjected to additional substitution of parts.
5. The goods have not been modified, altered or repaired by persons other than those authorised by the manufacturer in any respect which, in the manufacturer’s opinion, affects the condition or operation of the structures.

The warranty hereby given is exclusively the purchaser’s. The Play Works is not liable for any direct, indirect, special, incidental, consequential or other damage.

The Play Works does not assume any other liability in relation to the sale or use of the goods sold. The Play Works does not under any circumstances authorise any employee, representative, agent or other person to assume any other liability on their behalf in relation to the sale or use of the goods sold. There are no oral agreements or warranties collateral to or affecting this agreement.

Standards

All equipment manufactured by the Play Works is designed to conform with AS/NZS 4422 - 1996, AS/NZS 4486.1 – 1997, and AS4685:2004 pts 1-6.

Contract

Current standard price lists or numbered written quotes (together with these general terms and conditions, unless varied in the quote) form the basis of the contract. Ensure any extra requirements, or specific understandings, are detailed in the quote before placing your order.

Services

The Play Works will only be responsible for any damage to services where accurate plans of their location are provided prior to commencement of any installation works.

Unless specifically identified in the quote, you will be responsible for the costs of modifying any services to accommodate the installation.

Scheduling

Estimates on delivery and installation dates remain subject to final confirmation at time of order, time lost to inclement weather, and delays occasioned by processes beyond the Play Works' control.

Exclusions

Unless otherwise stated in the quote, prices do not include packaging and freight, delivery, installation, insurance or GST.

Orders

Processing of orders commences on receipt of written confirmation, together with 20% contract fee, unless otherwise stated in the quote.

Goods and Services Tax

10% GST applies to all playground equipment and services.

Quotes

Unless otherwise stated quotes are valid for 30 days

Payment

Unless otherwise stated in the quote payment is due on completion.

Installation

Installation quotes assume post holes etc can be dug by hand or bobcat auger. Extra costs incurred dealing with rock or buried debris will be in addition to quoted price.

Completion

To avoid unnecessary call back costs, please ensure you have someone on site to confirm satisfactory completion.

Title

Title in goods supplied passes on receipt of full payment.

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1. Mechanical Faults

Definition: Mechanical faults cover the structural integrity aspects of our products and include rope end terminations, rope cross connections and foundation hardware.

We will repair or replace at our discretion any part that has a mechanical fault for the useable lifetime of the product. The customer must show that installation and maintenance has been carried out in accordance with manufacturer's instructions.

2. Wear and Tear

Definition: Normal wear and tear: this would include wear on the fibres of the net cables from user's shoes.

We will repair or replace at our discretion any rope part that shows premature wearing due to substandard manufacture of the ropes for a period of 12 months. This will usually include examination of a sample of the damaged material being sent to a laboratory for investigation. Please note that the net must be maintained and periodically re-tensioned in accordance with the instruction manual supplied with the net. Failure to comply with manufacturer's recommendations will invalidate the warranty.

3. Vandalism

Deliberate acts of vandalism such as attempted severing of cables or burning of the nylon covering are not covered under manufacturers warranty.