

Amendment No. 3 to Master Agreement PO-10700-00015853

This is Amendment No. 3 to PO-10700-00015853, dated February 7, 2023, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Northwest PlayPower, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:

1.1. Exhibit 3, Section 1.3 Return Policy of the Master Agreement is amended as follows:

1.3 Return Policy

~~The return policies for each manufacturer are as follows: If any products prove defective or non-conforming under normal use and within the warranty provisions in Exhibit 1 Section 10 of the Master Agreement, or within any manufacturers' warranty periods for the above listed categories, Purchasing Entity must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Purchasing Entity site or at Playworld's facility. Purchasing Entity shall not return products to Playworld unless authorized by Playworld to do so.~~

~~Authorized returns must be properly packaged and shipped prepaid and insured, at Purchasing Entity expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties in Exhibit 1 Section 10 of the Master Agreement, Purchasing Entity accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Purchasing Entity /end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance instructions.~~

1.3.1 BUYERS REMEDY FOR PLAYWORLD PRODUCTS ONLY: Playworld takes great pride in delivering high quality equipment that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. Playworld is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer

shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania. **LIMITATIONS:** Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. **LINK TO PLAYWORLD WARRANTY AND BUYERS REMEDY:** <https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf>

1.3.2 BUYERS REMEDY FOR MIRACLE RECREATION PRODUCTS ONLY: Miracle Recreation takes great pride in delivering high quality equipment that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. Miracle is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Don't hesitate to contact us and we will gladly assist you (<https://www.miracle-recreation.com/contact/>)! If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that

such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri. **LIMITATIONS:** Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. **LINK TO MIRACLE WARRANTY AND BUYERS REMEDY:** [MREC 2024-Warranty.indd \(miracle-recreation.com\)](#)

1.3.3 BUYERS REMEDY FOR LITTLE TIKES COMMERCIAL PRODUCTS ONLY: Little Tikes takes great pride in delivering high quality equipment that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. Little Tikes is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Don't hesitate to contact us and we will gladly assist you (<https://response.littletikescommercial.com/contactus>)! If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri. **LIMITATIONS:** Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not

transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. **LINK TO LITTLE TIKES WARRANTY AND BUYERS REMEDY:** https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf

1.3.4 BUYERS REMEDY FOR NO FAULT PRODUCTS ONLY: If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer shall immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable costs reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (<https://nofault.com/about/manufacturing-and-warranty/>).

1.3.5 BUYERS REMEDY FOR USA SHADE PRODUCTS ONLY: At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: **1) No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. **2) No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. **3) Product Quality Assurance:** We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. **4) Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (<https://www.usa-shade.com/resources/warranty/>). **5) Customer support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to

help! Don't hesitate to contact us via our website's contact form (<https://www.usa-shade.com/contact-us/>), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase.

1.3.6 BUYERS REMEDY FOR WABASH VALLEY PRODUCTS ONLY: Wabash Valley takes great pride in delivering high quality equipment that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. Wabash is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://www.wabashvalley.com/wp-content/uploads/2021/04/Warranty-2021_Wabash-Valley-1.pdf.

1.3.7 BUYERS REMEDY FOR EZ DOCK PRODUCTS ONLY:

Cancellations are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks BEFORE the scheduled ship date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://www.ez-dock.com/content/uploads/2023/08/EZDockWarranty-2023Rev1.pdf>

1.2 Exhibit 6, Authorized Resellers is deleted and replaced with Revised Exhibit 6, Authorized Resellers and is effective on the Amendment Effective Date.

2. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
3. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 3.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 3.2. Contractor is not subject to backup withholding because:
 - 3.2.1. Contractor is exempt from backup withholding,
 - 3.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 3.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 3.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 3.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 3.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - 3.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 3.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 3.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

Contractor: PlayPower Inc.:

Signature: W. Todd Brinker Digitally signed by W. Todd Brinker
Date: 2024.06.20 18:11:47 -04'00' Date: 06/20/2024

Printed Name, Title: W. Todd Brinker, Senior VP - Commercial Growth

Federal Tax ID: 43-1681424 Oregon Tax ID: _____

STATE OF OREGON, acting by and through its Department of Administrative Services, Procurement Services:

Signature:  Date: 06/24/2024

Printed Name, Title: John Anglemier State Procurement Manager

Approved for pursuant to ORS 291.047:

Karen Johnson, Sr. Assistant Attorney Monday, June 18, 2024
Signature: General Via email Date: _____
GF 0532-24