






## Sales Proposal

City of Pinellas Park  
Finance Department  
Kyle B Arrison  
PO Box 1100  
Pinellas Park, FL 33781

Quote No. SP156696-2  
Customer No. 480009  
Document Date 08/21/2025  
Expiration Date 10/20/2025

Sales Representative Dara Sizemore  
Email DarSiz@Kompan.com  
Phone No. 813-404-9534 / 800-426-9788

Project Name US315171 Davis Commons

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
<b><u>2-5 Play Area</u></b>					
SUR18390-492	WATERLILLY - MEDIUM SIGNAL GREEN	7 Pieces	82.00	5.00	545.30
					
SUR18390-216	DUCK YELLOW, ORANGE, ROSE 100X100 CM	1 Pieces	353.00	5.00	335.35
					
<u>M10170-12P</u>	Hen - Red In-ground 60cm Total CO <sub>2</sub> Emission 193.7 LB (193.7 LB/Pieces)	1 Pieces	820.00	25.00	615.00
					
<u>M17202-12P</u>	Horse In-ground 60cm Total CO <sub>2</sub> Emission 486.3 LB (243.1 LB/Pieces)	2 Pieces	840.00	25.00	1,260.00
					
<u>PCM51531-0903</u>	BARN NATURE, IN-GROUND 90CM Total CO <sub>2</sub> Emission 3,952.3 LB (3,952.3 LB/Pieces)	1 Pieces	43,380.00	25.00	32,535.00
					
A870180-06	CHAIN COVER KOMPAN CRCD NO. 1900000030	10 Pieces	22.00	25.00	165.00






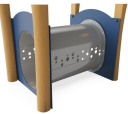
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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">NRO615-CUSTOM</a>	CUSTOM - Robinia Play Panel 20309285 	1 Pieces	5,140.00	25.00	3,855.00
<a href="#">TPP29510-0004</a>	LOOP ARC, SANDSTONE RAL1019 Will be filled with water, brackets included in SP 	4 Pieces	1,590.00	5.00	6,042.00
NRO-CUSTOM	CUSTOM - Suspension Bridge 930243 	1 Pieces	5,000.00	25.00	3,750.00
<a href="#">M17601-12P</a>	Fairy Tale Seesaw In-ground 60cm Total CO <sub>2</sub> Emission 1,655.0 LB (1,655.0 LB/Pieces) 	1 Pieces	8,180.00	25.00	6,135.00
<a href="#">NRO822-0601</a>	Waterlilies Balance Post - Untreated In-ground 60cm Total CO <sub>2</sub> Emission 25.4 LB (12.7 LB/Pieces) 	2 Pieces	400.00	25.00	600.00
NRO-CUSTOM	CUSTOM - Robinia Tunnel 898495 	1 Pieces	9,200.00	25.00	6,900.00








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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
MOM-CUSTOM 	CUSTOM - Milk Truck 160449	1 Pieces	21,300.00	25.00	15,975.00
US-KMS-CUSTOM 	Tipping Cow Springer MOM-CUSTOM 162901	1 Pieces	10,450.00	25.00	7,837.50
<u>ELE400021-3718DT</u> 	BLAZER - GREENLINE INGROUND 90CM Total CO <sub>2</sub> Emission 798.7 LB (798.7 LB/Pieces)	1 Pieces	6,160.00	25.00	4,620.00
<u>PCM51131-0901</u> 	TRACTOR WITH SLIDE AND STAIRS CLASSIC, IN-GROUND 90CM Total CO <sub>2</sub> Emission 3,365.4 LB (3,365.4 LB/Pieces)	1 Pieces	43,200.00	25.00	32,400.00
NRO-CUSTOM 	CUSTOM - Balance Net 893094	1 Pieces	2,750.00	25.00	2,062.50
<u>PCM154-0903</u> 	TODDLER CAROUSEL, LIME GREEN 3 INFANT SEATS, IN-GROUND 90CM Total CO <sub>2</sub> Emission 1,065.5 LB (1,065.5 LB/Pieces)	1 Pieces	11,460.00	25.00	8,595.00
<u>ELE400158-3517E</u> 	Junior Spica - Red In-ground 70cm Total CO <sub>2</sub> Emission 188.8 LB (188.8 LB/Pieces)	1 Pieces	2,060.00	25.00	1,545.00






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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>ELE400158-3517F</u>	Junior Spica - Yellow In-ground 70cm Total CO <sub>2</sub> Emission 188.8 LB (188.8 LB/Pieces)	1 Pieces	2,060.00	25.00	1,545.00
					
KMS-MOM-CUSTOM	CUSTOM - Fruit Stand 9700335	1 Pieces	12,920.00	25.00	9,690.00
					
KRS-CUSTOM	CUSTOM - Nature Hideaway 8200128	1 Pieces	173,220.00	25.00	129,915.00
KRS-CUSTOM	CUSTOM - Nature Hut 8200313B	1 Pieces	101,913.00	25.00	76,434.75
<u>NRO217-CUSTOM</u>	ROBINIA SIGN M CUSTOM: 2-5 Age Sign 20373260	2 Pieces	1,050.00	25.00	1,575.00
					
<b>5-12 Play Area</b>					
<u>NRO912-1101</u>	Double Swing Combination - Untreated In-ground 110cm Total CO <sub>2</sub> Emission 717.5 LB (717.5 LB/Pieces)	1 Pieces	10,630.00	25.00	7,972.50
					
<u>NRO809-1001</u>	Triple Somersault - Untreated In-ground 100cm Total CO <sub>2</sub> Emission 107.2 LB (107.2 LB/Pieces)	1 Pieces	1,950.00	25.00	1,462.50
					







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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<a href="#">NRO110-0901</a>	Spinner Plate - Untreated In-ground 90cm Total CO <sub>2</sub> Emission 233.7 LB (116.9 LB/Pieces)	2 Pieces	1,380.00	25.00	2,070.00
					
<a href="#">NRO881-1001</a>	Double Zipline, Sloped Space In-ground 100cm Total CO <sub>2</sub> Emission 2,598.8 LB (2,598.8 LB/Pieces)	1 Pieces	25,610.00	25.00	19,207.50
					
MI026	CABLE WAY PULLER	1 Pieces	141.51	100.00	
NRO-CUSTOM	CUSTOM - Crawling Pyramid with Steppers 935190	1 Pieces	38,300.00	25.00	28,725.00
					
<a href="#">NRO857-1003</a>	Parkour 5 - Untreated In-ground 100cm Total CO <sub>2</sub> Emission 1,220.6 LB (1,220.6 LB/Pieces)	1 Pieces	26,110.00	25.00	19,582.50
					
A870181-06	EPDM PROTECTOR SHORT KOMPAN	4 Pieces	168.00	25.00	504.00
<a href="#">NRO815-1001</a>	Hammock - Untreated In-ground 100cm Total CO <sub>2</sub> Emission 300.8 LB (300.8 LB/Pieces)	1 Pieces	4,940.00	25.00	3,705.00
					
NRO-CUSTOM	CUSTOM - Robinia Funpoint 930307	1 Pieces	9,580.00	25.00	7,185.00
					


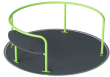


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No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-KRS-CUSTOM	CUSTOM - Small Climbing Structure Treated 8200991A	1 Pieces	22,781.00	25.00	17,085.75
SUR18390-548	MOULDED PLATFORM PATINA GREEN RAL6000	1 Pieces	2,044.00	5.00	1,941.80
TPP29067	LOOP CONNECTOR BRACKET B4, HDG F. LOOP ARC, LINE, CORNER	2 Pieces	50.00	5.00	95.00
<u>NRO217-CUSTOM</u>	ROBINIA SIGN M CUSTOM: 5-12 Age Sign 20373259	1 Pieces	1,050.00	25.00	787.50
					
<b><u>On the Hill</u></b>					
KRS-CUSTOM	CUSTOM - 3-Tower Nature Ramp 8201071	1 Pieces	830,197.00	25.00	622,647.75
<u>PCM157-0205</u>	UNIVERSAL CAROUSEL-LIME GREEN HPL DECK PLATE, IN-GROUND 20CM Total CO <sub>2</sub> Emission 1,476.9 LB (1,476.9 LB/Pieces)	1 Pieces	17,030.00	25.00	12,772.50
					
NRO-CUSTOM	NRO-CUSTOM Double Embankment Slide 895036	1 Pieces	14,300.00	25.00	10,725.00
					
<u>CRP630301-CUSTOM</u>	CUSTOM - Hill Climber Type 4 20307356	2 Pieces	2,150.00	25.00	3,225.00
					


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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
<u>NRO217-CUSTOM</u>	ROBINIA SIGN M CUSTOM: 5-12 Age Sign 20373259	1	Pieces	1,050.00	25.00	787.50
						
FREIGHT	Freight	1	Pieces	150,710.95		150,710.95
INSTALL SPECIAL	Installation of Kompan Equipment	1	Pieces	377,039.00	5.00	358,187.05
	<b><u>Shades</u></b>					
US-SHADE-CUSTOM	2-5 AREA: (3) Triangle Shade Sails with (7) Powder Coated Posts 5-12 AREA: (4) Triangular Shade Sails with (10) Powder Coated Posts Includes Supply and Installation	1	Pieces	130,861.54	5.00	124,318.46
US-SHADE ESD	Shade Permitting & Engineering	1	Pieces	5,384.62	5.00	5,115.39
	<b><u>Extras</u></b>					
US ROBINIA SERVICE	Robinia Service Program included in sales price					
EXTRAS	Payer Performance Bond	1	Pieces	39,986.51		39,986.51

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No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
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### Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 28 to 30 weeks for product delivery upon order placement.

Equipment is as per Davis Commons, versions K1.0 - dated 05/14/25

Customer will do all sitework to be install ready, supply shotcrete & moundwork. Customer will do all surfacing and concrete work as well.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	72			
Subtotal - Products		1,621,091.67	376,243.62	1,244,848.05
Subtotal - Installation		377,039.00	18,851.95	358,187.05
Subtotal - Freight		150,710.95		150,710.95
<b>Total USD</b>				<b>1,793,732.56</b>

**Business Agreement** OMNIA Partners Contract  
**Payment Terms** 50% Prepayment , 50% Net 30 days



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### Installation Site Address

Davis Commons  
6050 Railroad Ave, Pinellas Park, FL  
Pinellas Park, FL 33781

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): \_\_\_\_\_

Accepted By (Title): \_\_\_\_\_

Accepted By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Date Equipment needed on site: \_\_\_\_\_

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone (Office): \_\_\_\_\_

Contact Phone (Office): \_\_\_\_\_

Contact Phone (Cell): \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

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## General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

### **Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)**

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

# Terms & conditions

## 1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at [www.kompan.com](http://www.kompan.com), or by delivery of a copy thereof to the Customer.

## 2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

## 3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

## 4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

## 5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or

other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction-related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

## 6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

## 7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer

will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

## 8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

## 9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

#### 10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

#### 11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of

KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

#### 12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and

exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

#### 13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

#### 14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages

as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rockledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

#### 15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned.

While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

**17. INDEMNIFICATION AND ATTORNEY FEES.**  
The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

**18. TERMINATION**

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

**19. FORCE MAJEURE**

(a) A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly. In case the Force Majeure situation continues for more than three months each party shall be free to withdraw from the Contract without liability.

(b) For the purposes of these General Terms of Conditions Force Majeure means extraordinary events or circumstances which cannot be foreseen nor prevented, including but not limited to acts such as natural calamities, earthquake, war, revolution, riot, civil insurrection, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, hyperinflation, labor disputes of whatever nature, general shortage or lack of raw materials causing either curtailment or production stop, increase in raw materials cost where any increase in raw material costs increase the total unit price for a product by [5] percent (five)% or more, authorities not respecting legal deadlines or not acting in a reasonably foreseeable manner, civics associations, and/or NGOs groups, legal entities or individuals filing objections within administrative procedures and other circumstances beyond the parties' reasonable control.

**20. APPLICABLE LAW; JURISDICTION**

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on

Contracts for the International Sale of Goods will not

**21. ASSIGNMENT**

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

**22. GENERAL**

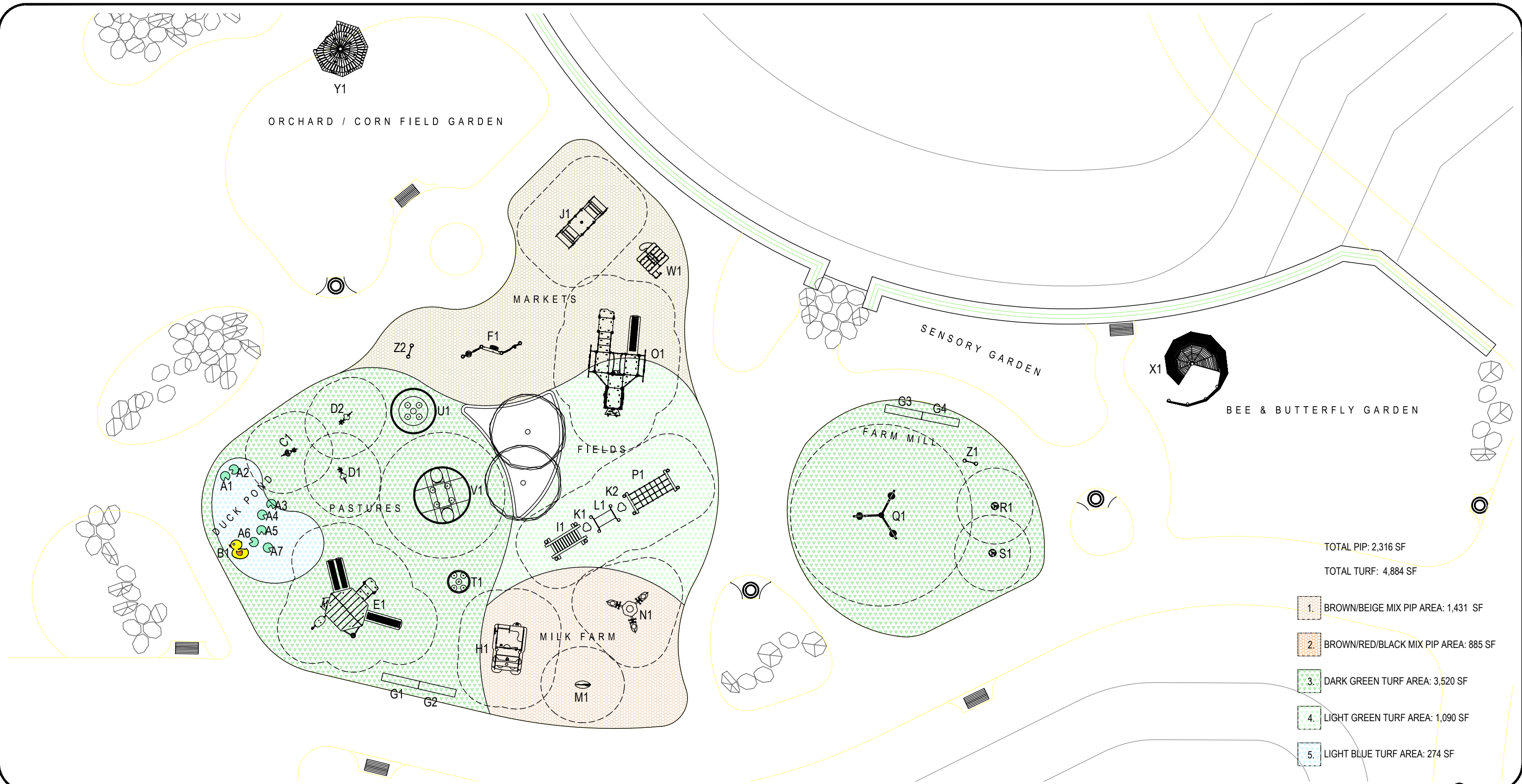
(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute, the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.





TOTAL PIP: 2,316 SF  
TOTAL TURF: 4,884 SF

- 1. BROWN/BEIGE MIX PIP AREA: 1,431 SF
- 2. BROWN/RED/BLACK MIX PIP AREA: 885 SF
- 3. DARK GREEN TURF AREA: 3,520 SF
- 4. LIGHT GREEN TURF AREA: 1,090 SF
- 5. LIGHT BLUE TURF AREA: 274 SF

#	Product Number	Product Name	M.F.H.	Count
A	SUR18390-492	Lilipad Stencil	-	7
B	SUR18390-216	Duck Stencil	-	1
C	M10170-xxP	Hen	17"	1
D	M17202-xxP	Horse	17"	2
E	PCM51531-xx03	Barn	6'8"	1
F	NRO615-20309285	Robinia Play Panel	0'0"	1
G	TPP29510-0004	Loop Line - Sandstone	1' 4"	4
H	MOM160449	Milk Truck	2'11"	1
I	NRO930243-US	Suspension Bridge	11"	1
J	M17601-01P (in-ground 40cm)	Fairy Tale Seesaw	3'3"	1
K	NRO822-0603	Waterlilies Balance Post	1'1"	2

#	Product Number	Product Name	M.F.H.	Count
L	NRO898495-US	Robinia Tunnel	1'6"	1
M	MOM162091	Tipping Cow Springer	17"	1
N	ELE400021-3218DT (in-ground 40cm)	Blazer	3'3"	1
O	PCM51131-xx01	Tractor with Slide & Stairs	3'10"	1
P	NRO893094-2d	Balance Net	3'3"	1
Q	PCM154-xx03	Toddler Carousel	4'11"	1
R	ELE400158-xx17E	Junior Spica	0'7"	1
S	ELE400158-xx17F	Junior Spica	0'7"	1
T	FL-PM4	Mini Mound	0'10"	1
U	FL-PM8	Medium Mound	1'2"	1
V	FL-PM10-TUNNEL	Mound with Tunnel	1'3"	1

#	Product Number	Product Name	M.F.H.	Count
W	KMS9700335	Fruit Stand	0'0"	1
X	KRS8200128	Nature Hideaway	0'0"	2
Y	KRS8200313	Nature Hut	0'0"	1
Z	NRO217-CUSTOM_20 373260	2-5 AGE SIGN	0"	2

DAVIS COMMONS

76th Avenue North Clearwater, FL  
Site Plan 2 - 5 Area



MANUFACTURER'S SHOP DRAWING:

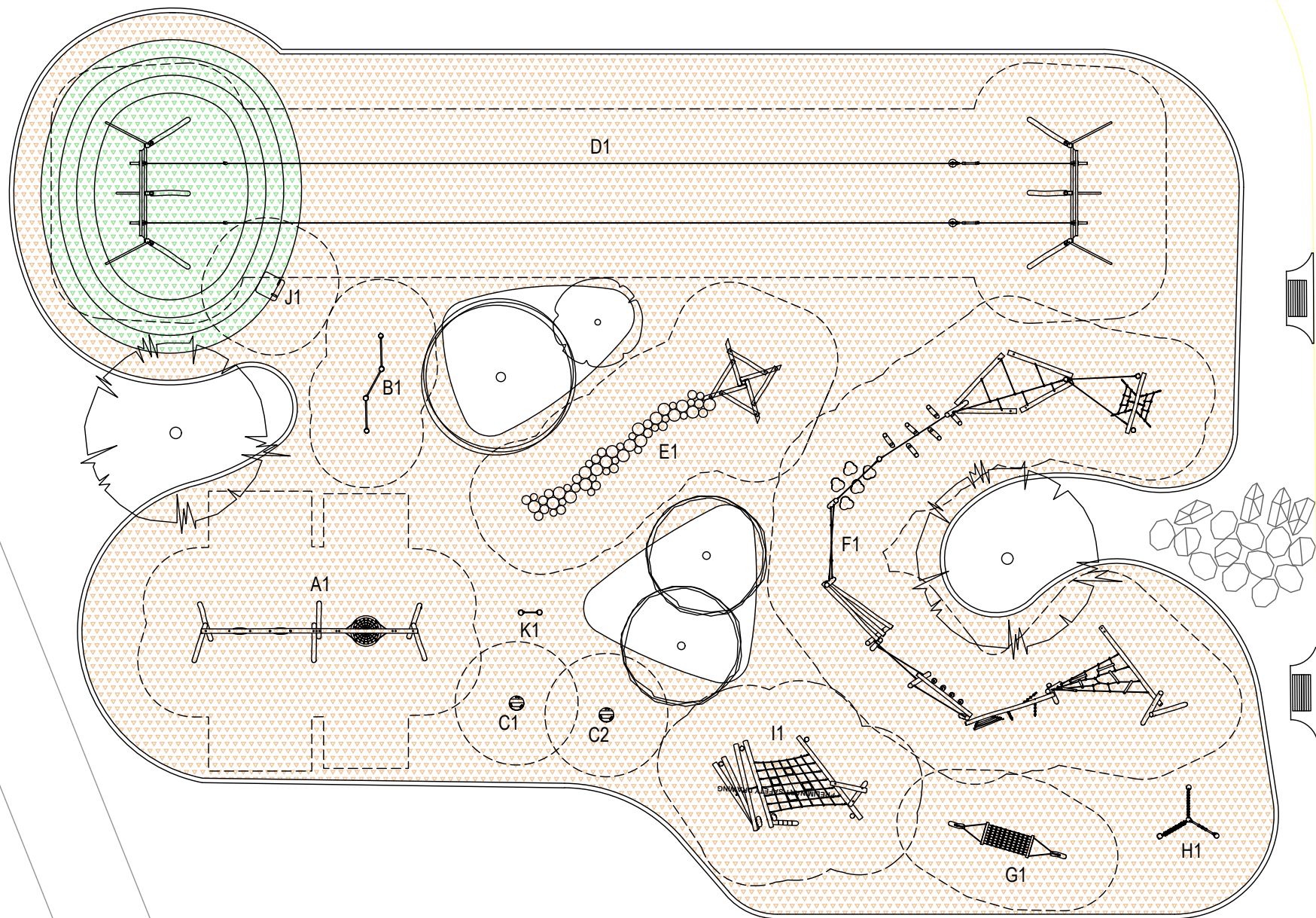
FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 3/4\"/>

SALES REPRESENTATIVE			SHEET
DarSiz			
REVIEW BY	DRAWN BY	DATE	K1.0
DESIGN	ChJoh	20250120	
REV. NO.	REV. BY	REV. DATE	REVISION NOTES
1	-ChJoh	20250514	add age sign

LAYOUT IS IN ACCORDANCE WITH ASTM F1487  
LAYOUT IS IN ACCORDANCE WITH ASTM F2373  
LAYOUT IS IN ACCORDANCE WITH ASTM F3101



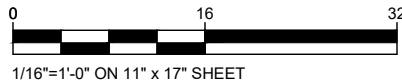
TOTAL TURF: 10,191 SF

1. DARK GREEN TURF AREA: 805 SF
2. BROWN TURF AREA: 9,386 SF

#	Product Number	Product Name	M.F.H.	Count
A	NRO912-xx01	Double Swing Combination	79"	1
B	NRO809-xx01	Triple Somersault	3'8"	1
C	NRO110-xx01	Spinner Plate	1'7"	2
D	NRO881-xx01	Double Zipline, Sloped Space	6'11"	1
E	NRO935190	Crawling Pyramid with Steppers	2'	1
F	NRO857-xx03	Parkour 5	8'11"	1
G	NRO815-xx01	Hammock	4'2"	1
H	NRO930307-US	Robinia FunPoint	0'0"	1
I	KRS8200991A	Log Scramble	5'5"	1
J	SUR18390-548	Moulded Platform Green 6000	1'2"	1
K	NRO217-CUSTOM_203 73259	5-12 age sign	0'	1

## DAVIS COMMONS

76th Avenue North Clearwater, FL  
Site Plan - 5-12 Area



### MANUFACTURER'S SHOP DRAWING:

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TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

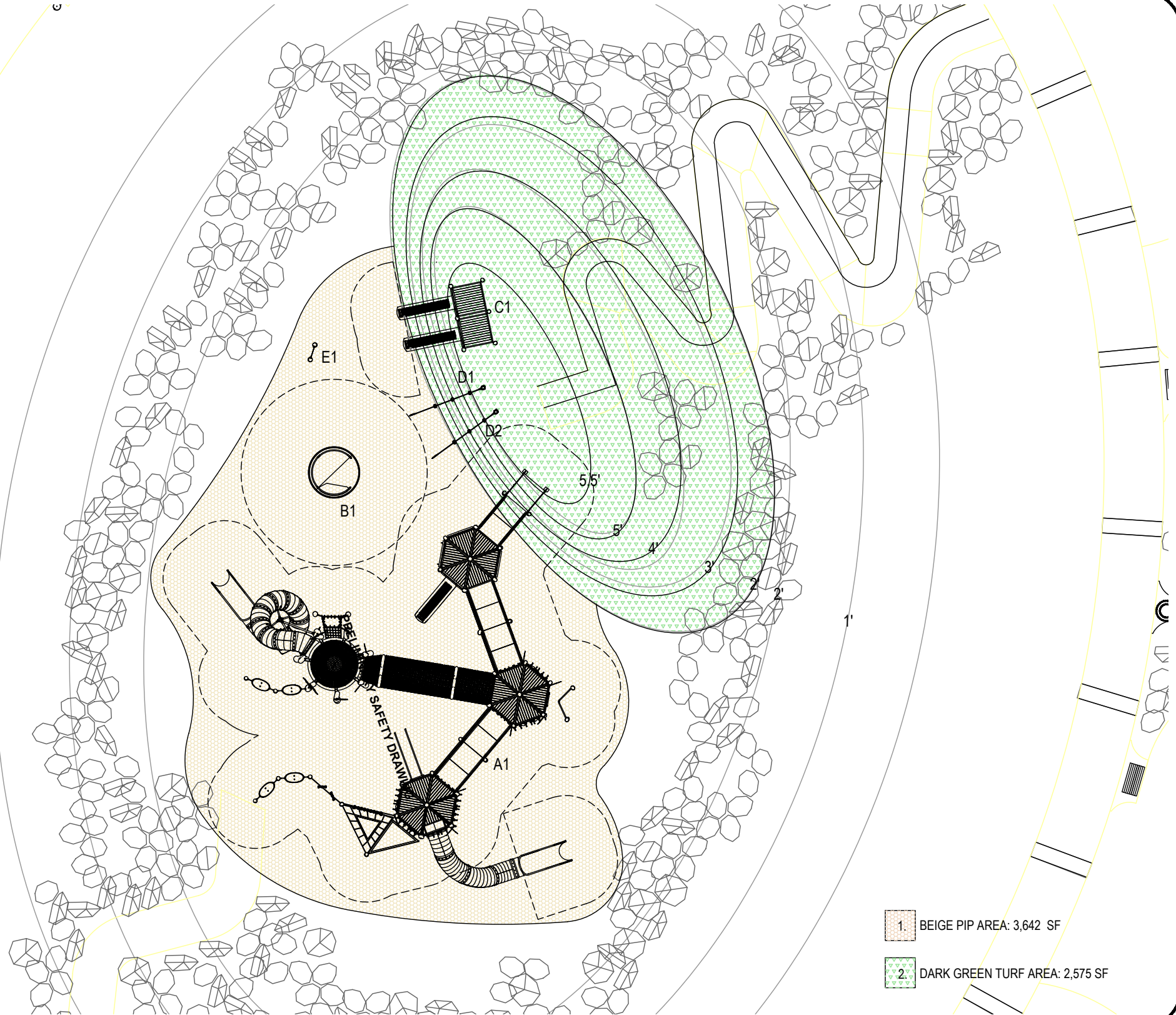
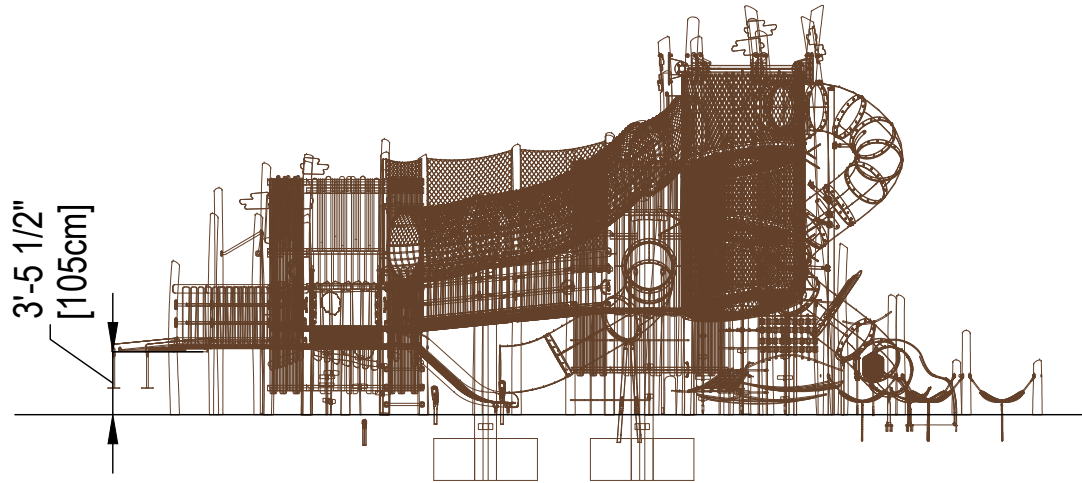
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SALES REPRESENTATIVE			SHEET	
DarSiz			K1.0	
REVIEW BY	DRAWN BY	DATE	REVISION NOTES	
DESIGN	ChJoh	20250120		
REV. NO.	REV. BY	REV. DATE	add age sign, update product #	
1	-ChJoh	20250514		

LAYOUT IS IN ACCORDANCE WITH ASTM F1487  
LAYOUT IS IN ACCORDANCE WITH ASTM F2373  
LAYOUT IS IN ACCORDANCE WITH ASTM F3101





#	Product Number	Product Name	M.F.H.	Count
A	KRS8201071	3-Tower Nature Ramp	7'10"	1
B	PCM157-0205	Universal Carousel	1'3"	1
C	NRO895036	Double embankment slide	0'0"	1
D	CRP630301-20307356	Hill Climber Type 4	3'4"	2
E	NRO210-CUSTOM_20373259	5-12 age sign	0"	1

DAVIS COMMONS

76th Avenue North Clearwater, FL  
Site Plan - Hill Area



MANUFACTURER'S SHOP DRAWING:

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SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 21\"/>

SALES REPRESENTATIVE			SHEET
DarSiz			K1.0
REVIEW BY	DRAWN BY	DATE	
DESIGN	ChJoh	20250120	
REV. NO.	REV. BY	REV. DATE	REVISION NOTES
2	ChJoh	-20250514	add age sign

LAYOUT IS IN ACCORDANCE WITH ASTM F1487  
LAYOUT IS IN ACCORDANCE WITH ASTM F2373  
LAYOUT IS IN ACCORDANCE WITH ASTM F3101