

Exhibit 3

Description of Goods and/or Services and Discount Percentages

1.1 SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Contractor has been awarded all products and services available via the Contractors catalog link:

See Attached Exhibit 3-1

Products and Services on this Master Agreement are available Nationally.

1.2 PERCENTAGE OFF PER CATEGORY AWARDED

Category: **Percentage off all items in Category:**

Indoor & Outdoor Fitness Equipment including playground equipment: 5 %

Outdoor Furniture: 5%

Park Site Furnishings: 5%

Safety Surfacing: 5%

Track and Field: 5%

Shelters and Shades: 5%

Electronic Play (Audio & Visual & Touch): 5%

1.3 RETURN POLICY

1.3.1 All returned goods, the Authorized Entity/Purchaser must request authorization from the Contractor by completing and submitting to customer service the accompanying RGA form.

1.3.2 Authorize Purchasers receiving any unordered or incorrect parts must notify Contractor upon receipt and if requested, return the parts to Contractor within 30 days. Contractor will be responsible for all freight, restocking and rework charges on the wrong or defective parts. In this case no credit will be issued for these types of returns. If parts are not returned, within the 30 days Authorized Purchaser may be billed for the equipment.

1.3.2 Return for credit.

The Purchasing Entity/ Purchaser may request a return on products based on the following:

- The product is a standard catalog model; no specials may be requested for return.
- Delivery has been made within the last 30 calendar days.

- The product is in merchantable condition and has never been installed. The Contractor's customer services team or quality assurance team assesses this once the product is received back from the Participating Entity/Purchaser.
- DuraMax uprights are made-to-order and cannot be returned.
- The Accounting Department will issue a credit to the appropriate invoice after the equipment is received and verified to be in merchantable condition.

1.3.2.1 THE FOLLOWING CHARGES ARE WITHHELD FROM ANY CREDIT AMOUNT ISSUED:

- 25% restocking fee for all goods returned by truck.
- 20% restocking fee for all goods returned by ups, FED EX, or us mail.
- Freight charges will be deducted for all shipping cost, even if an order is cancelled but the order has been shipped.
- Authorized Entity/Purchaser must repack the items in a box being returned to reduce possible damage during shipment back to the Contractor. Authorized Purchaser should obtain an estimated inbound freight for all returned goods to avoid confusion on the amount of the RGA.