

PROformance Hoops® Warranty (PROview® Series, PROforce Series, Pro Series, Extreme Series and Wall Mounts)

BUYER AGREES THAT ALL PRODUCTS SOLD BY PROformance Hoops CARRY THE FOLLOWING WARRANTY

Subject to proper installation, and normal intended use, all structural components of **PROview Series, PROorce Series Pro Series, Extreme Series, and Wall Mount Basketball Systems** are warranted to the original owner to be free of defects in materials and workmanship for the duration of ownership by the original retail purchaser, subject to the limitations below. PROformance Hoops shall have the right to require the purchaser to deliver the allegedly defective products to PROformance Hoops for testing, repair, or replacement.

PROformance Hoops shall not be responsible for any expense associated with the replacement or removal of the product from its application for such delivery. Freight and handling charges may apply to covered warranty parts. Modification of any product by the customer, unless approved by PROformance Hoops, will void all warranty. Where listed as "**LIMITED**", the warranties shall cover damage of failure that occurs during the course of **NORMAL** or **INTENDED USE** of the product. Normal or intended use shall be described as activity that is necessary for the participation in the sport for which the equipment is damaged. **NOT COVERED** is damaged caused by deliberate hanging, multiple player hanging, vandalism, non-basketball activities, or any other activity that could be regarded as abusive.

Backboard Edge Padding: Three (3) year limited;
Indoor Backboard Edge Padding: Five (5) year limited
Custom-Fit Pole Padding: 3 year limited;
Wrap-Around Pole Padding: one year limited.

NOT COVERED BY THIS WARRANTY

- Use in non-residential applications of glass backboards.
- Use in non-residential applications of traditional complete systems.
- Any products subjected to abuse, negligence, improper installation, vandalism, acts of God, alteration of product or any other events beyond the control of PROformance Hoops.
- Paint or rusted parts.
- Deterioration of product due to time and wear.

Normal deterioration of products due to atmospheric conditions, weather, rust, wear and tear (including paint), or other causes that do not affect functional use are not covered by PROformance Hoops warranties. All warranties are valid only when product is used in the intended application, and when installed according to PROformance Hoops instructions. Warranty will be void if maintenance instructions in the Owner's Manual are not followed, including jack lubrication on a bi-yearly basis. If you did not receive an Owner's Manual, please contact ProformanceHoops.com and one will be sent to you.

WARRANTY CLAIMS: All returns must be arranged through the local dealer if available. Warranties do not cover dealer service charges, labor charges, freight or travel expense associated with replacement, repair, or removal of warranty item. A warranty claim form must be completed, and photos submitted for any item you wish to claim under warranty. If the purchase was not made through a dealer, this form is available on proformance.com. In response to your claim, you will receive a confirmation as well as a notice stating whether PROformance Hoops needs your warranty item returned. PROformance Hoops will notify you if we determine that the item cannot be claimed under warranty. **PROformance Hoops is not responsible for any charges for labor to install or repair defective product prior authorization. PROformance Hoops will determine the most economical method to either repair or replace product before any work is to commence.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF PROFORMANCE HOOPS CANNOT DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE OR EXPIRATION OR THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PROFORMANCE HOOPS DOES NOT ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROFORMANCE HOOPS ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MAY ARISE FROM THE PURCHASERS OR USE OF OUR EQUIPMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state