



Outdoor Game Court Warranty

(Includes Components & Outdoor Surface Tiles)

Components - Limited Warranty

From the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court's components (herein Components) are free from any defect in workmanship or material. This Limited Warranty is subject to the Components Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.

Outdoor Surface - Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Purchaser that Sport Court's outdoor surface tiles (herein Tiles) are free from any defect in workmanship or material. This 15-Year Limited Warranty covers the following tiles: PowerGame+™, PowerGame™, SportGame™ and SportDeck™ and is subject to the Outdoor Surface Tiles Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Claim Procedures provisions set forth below.

Components Warranty

During the period covered under this Components Warranty, Sport Court® through its authorized Distributors, Dealers or Sales Agents (herein Agent) will replace or repair any defective Components under the following schedule:

Sport Slam 60 and Sport Slam 72: (5-Year Limited Warranty)

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, rims, winches and anchors.
 - 0 to 3 Years – No charge to Purchaser.**
 - 3 to 5 Years – 50% of List Price (as defined below) covered by manufacturer.**
- Backboard pads and pole pads:
 - 0 to 1 Years – No charge to Purchaser.**

Pro Slam, Collegiate Slam and Solid Slam: (10-Year Limited Warranty)

- Basketball Systems, including height adjustment mechanism, arms and actuators; basketball poles, backboards, rims, winches and anchors:
 - 0 to 3 Years – No charge to Purchaser.**
 - 3 to 7 Years – 50% of List Price (as defined below) covered by manufacturer.**
 - 7 to 10 Years – 30% of List Price (as defined below) covered by manufacturer.**

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- Backboard pads and pole pads:
0 to 1 Years – No charge to Purchaser.

All Other Components: (10-Year Limited Warranty)

- All steel components, including light and net poles, light bars, rebounder frames, poles and sleeves:
0 to 3 Years – No charge to Purchaser.
3 to 7 Years – 50% of List Price (as defined below) covered by manufacturer.
7 to 10 Years – 30% of List Price (as defined below) covered by manufacturer.
- Light bulbs and lenses, court nets, ball containment netting, game equipment (excluding balls):
0 to 1 Years – No charge to Purchaser.

This Components Warranty is subject to the Replacement or Repair of Product, Limitations and Exclusions and Warranty Claim Procedure Provisions set forth below and specifically excludes any aesthetic oxidation/rust of/to any Components incident to or arising from the installment/use of any Components in an outdoor setting.

Outdoor Surface Tiles Warranty

During the fifteen (15) year period covered under this Outdoor Surface Tiles Warranty, Sport Court® through its Agent will replace or repair any defective Tiles under the following schedule:

- 0 to 5 Years – No charge to Purchaser.**
- 5 to 7 Years – 40% of List Price (as defined below) covered by manufacturer.**
- 7 to 15 Years – 25% of List Price (as defined below) covered by manufacturer.**

This Outdoor Surface Tiles Warranty is subject to the Replacement or Repair of Product, Limitations and Exclusions and Warranty Claim Procedure Provisions set forth below.

Replacement or Repair of Product

At its option, Sport Court® may replace or repair any defective element of the Game Court, the Components or the Tiles covered by this Warranty according to the schedules herein. List Price shall mean the retail price as of the date on which any warranty claim is filed with Sport Court®. Purchaser's refusal or failure to pre-pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable in its entirety and releases Sport Court® and its authorized Agent from any further obligation under this Warranty.



Limitations and Exclusions

Sport Court® warranties are void and unenforceable if:

- a) Purchaser fails to maintain the Game Court, the Components or Tiles in accordance with the Sport Court® approved maintenance procedures; or
- b) The Game Court, the Components or Tiles have been misused, used in other than approved applications or damaged by accident, unreasonable use, abuse, neglect, acts of God, or any other cause not directly due to any defect in materials or workmanship of the Game Court, the Components or Tiles; or
- c) The Game Court, the Components or Tiles have been exposed to any uses or loads in excess of the Sport Court® specifications provided to Purchaser by Agent at the time of installation. If the Purchaser cannot locate the specification sheet, Sport Court® will provide the same upon request, or Purchaser may visit Sport Court's website at www.sportcourt.com to obtain a copy of the same.

Sport Court® is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court® have the authority to bind or obligate Sport Court® in connection with this Warranty or in any other manner whatsoever. Sport Court® does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court® shall render this Warranty void and unenforceable in its entirety. Any reference herein to "this Warranty" shall mean all warranties and/or obligations Sport Court® or its Agent has to the Purchaser regarding any Game Court, Components or Tiles as set forth herein.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY COMPONENTS OR TILES IS EXCLUDED. NEITHER SPORT COURT® NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, GENERAL DAMAGES, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER, THE PURCHASER'S FAMILY OR GUESTS/INVITEES OF PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT® TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT® OR ITS AGENT FOR THE COMPONENTS AND TILES. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT® HAS BEEN ADVISED OF ANY POTENTIAL CLAIM FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THIS WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT® AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE COMPONENTS OR TILES FROM

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WARRANTY

THE INSTALLATION SITE WHERE THE COMPONENTS OR TILES WERE ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, LEASES, RELOCATES OR TRANSFERS THE GAME COURT, COMPONENTS OR TILES INCIDENT TO THE SALE OR LEASING OF THE REAL PROPERTY UPON WHICH THE GAME COURT, COMPONENTS OR TILES WERE ORIGINALLY INSTALLED, SPORT COURT® AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, LESSEE OR TRANSFEREE OF THE PURCHASER. RELOCATION OF THE GAME COURT, THE COMPONENTS AND/OR THE TILES FROM THE ORIGINAL INSTALLATION SITE ON PURCHASER'S REAL PROPERTY TO ANOTHER INSTALLATION SITE OR LOCATION SHALL ALSO RENDER THIS WARRANTY VOID AND UNENFORCEABLE.

THIS WARRANTY SHALL BE GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF UTAH, UNITED STATES OF AMERICA, WITHOUT REFERENCE TO ANY CHOICE OF LAW OR PROVISION OF ANY OTHER STATE OR JURISDICTION.

Warranty Claim Procedures

Should Purchaser have a problem with any Sport Court® product, please contact your Sport Court® Agent. To file a claim under this Warranty, Sport Court® or its authorized Agent may request photos, tile samples and a site visit as part of the Claim Procedure process. In any legal/equitable dispute involving the Purchaser's claims/rights under this Warranty, the Purchaser hereby consents to the jurisdiction and venue of any State or Federal Court located in Salt Lake City, Utah, upon service of process being affected in accordance with the laws of the State of Utah. Purchaser covenants that he/she will not commence any legal or equitable proceedings against Sport Court® in any other forum and consents to the immediate dismissal of any lawsuit that is not filed against Sport Court® in Salt Lake City, Utah, as provided in this paragraph.

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