

### Limited Equipment Warranty

Practice Sports, Inc. warrants all frame & cable systems (excluding netting & winch) for a period of 5-years from the date equipment is received. All winches/motors are warranted by the manufacturer for a minimum of 1 year.

Practice Sports, Inc. (hereinafter "PSI") manufactures (or has manufactured by a third party) its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. PSI warrants that all hardware products supplied by PSI to you will be free from defects in materials and workmanship.

This limited warranty does not cover damage or affected operation of covered equipment resulting from external causes, including accidents, acts of God, abuse, vandalism, misuse, servicing not authorized by PSI, usage not in accordance with installation instructions, failure to perform reasonable required preventive maintenance, and problems caused by use of parts and components not supplied by PSI.

PSI is not liable for any injury or damage sustained as a result of the use of equipment manufactured or supplied by PSI. Client has sole responsibility for inspection & maintenance of all equipment, prior to each use, including the first use.

All shipments must be inspected at time of delivery for damages or shortages. If damages or shortages occur, it must be noted on the bill of lading and reported to us within 2 business days. Failure to do so will forfeit any claims for damage or shortages with PSI.

During the limited warranty period, PSI will repair or replace covered products that are returned to PSI's designated address. To request limited warranty service, you must contact PSI's Customer Care department, toll-free, at (800) 877-6787 within the limited warranty period.

Photos will be required to be reviewed by PSI before a return authorization is granted. If the defect is not obvious in the pictures, customer may be obligated to return merchandise at their expense - upon inspection of equipment, if item is determined to be defective, freight will be reimbursed and new item will be shipped, at no expense to customer. If item is not determined to be defective, no refund will be issued. Defects are determined at the discretion of PSI and its manufacturers.

If cage system does not fit or is missing a feature due to a mis-spec by client or a human error by PSI craftsmen, PSI will supplement cage to make complete.

A missing component/feature does not obligate PSI to replace entire cage system. PSI may require cage system returned to PSI's shop to make alterations. A spec or requirement which was not documented in writing by client becomes the liability of the client, and client will bear all expenses for materials, labor, & freight to receive additional parts. PSI is not obligated to ask questions beyond a facility's general specs - if client's facility requires special fabrication for work-around, client is obligated to inform PSI of requirements.

Cage equipment is not eligible for return or credit regardless of additional components which may be required due to a missing spec.

PSI is not liable for any down-time or income loss attributed to delays associated with receiving additional components.

Limited Warranty does not include on-site service or labor from PSI (except when PSI was involved in installation), nor does it obligate PSI to incur any costs related to customer's labor expense to replace or repair item. Replacement parts will be provided (when deemed necessary), installation guides provided, and technical phone support provided to assist customer. If customer does not wish to replace/repair item, item may be fully reimbursed at the discretion of PSI.

If PSI was involved in installation, a 30-day limited service warranty will apply. If equipment malfunctions within this period, PSI may return to job site to repair item - at the discretion of PSI. Pictures & video may be required to determine the magnitude of the issue and enable PSI to properly resolve. In some cases, PSI may engage a 3rd party contractor to service item, when deemed appropriate.

PSI owns all parts removed from repaired products. PSI uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and equipment replacement products. If PSI repairs or replaces a product, its limited warranty term is not extended.

If a winch issue occurs, the manufacturer's warranty will apply, which is typically 1 year. Winch failure or maintenance does not obligate PSI to replace or repair even when involved in the original installation. All replacement parts are subject to the discretion of the manufacturer, and all costs to re-install shall be borne by the client, unless the manufacturer agrees to offer compensation. We will assist with the claim process.

**PSI'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD.**

**PSI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST INCOME.**

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