

Limited Warranty

Sportspower Ltd warrants its products to be free from defects in material and workmanship under normal use and service conditions for ninety (90) days after the date of purchase. Extended warranty from 90 to 180 days will be offered to those customers registering their products at www.sportspowerltd.net within 14 days from the date of purchase.

All warranty coverage extends only to the original purchaser of the product and is not assignable or transferable. The original store or online purchase receipt must be kept as proof of purchase in order for the warranty to be valid. These documents must be presented in the event of making a warranty claim.

During the warranty period, Sportspower will provide repair or replacement of defective equipment or parts thereof covered by the warranty. Any handling, transportation, delivery and other incidental charges in respect of the servicing of the equipment shall be borne by the Purchaser. If the product includes a number of accessories, only the defective part or accessory will be replaced.

The warranty will become void if any defects or damages are associated with the use of unauthorized replacement parts. All replacement parts must be obtained from Sportspower authorized agents.

All decisions made by Sportspower made in respect of the servicing of the equipment (including repairs, replacements or issues relating to defects of workmanship or materials) shall be conclusive and the Purchaser agrees to be bound by such decisions. Any defective equipment or part thereof replaced shall become the property of Sportspower.

In the event of a product or accessory being replaced during the guarantee, the guarantee on the replacement will expire at the original date, i.e. 90 days from the original purchase date.

This warranty excludes defects caused by the product not being used in accordance with instructions, accidental damage, misuse or being tampered with by unauthorized persons.

The Sportspower Limited Warranty does not cover:

- a) Products used for commercial or rental purposes.
- b) Loss or damage to product due to:
 - i. Abuse, repairs and/or tampering by any person other than the authorized personnel of Sportspower

- ii. Negligence and/or misuse (including foreign objects, accidents, improper storage, exposure to sun/moisture, excessive temperature, sand, dust, dirt, other pollution or other environmental conditions and failure to follow precautions or proper operating instructions stated in the User's Manual such as improper installations)
 - iii. Fire, flood, lightning strike, wind storm or other acts of God
 - iv. Freight or improper transport damages, and
 - v. Improper usage (including use by underage, overweight or excessive number of users permitted as stated in the User's Manual).
- c) Defects, damages or accidents due to the malfunction, connection to or use of non-Sportspower or unauthorized parts. In such event, Sportspower reserves the right to cancel the Limited Warranty coverage immediately.

To the extent allowed by the applicable local law, the remedies in the Limited Warranty are the Purchaser's sole and exclusive remedies.

SPORTSPOWER IS NOT RESPONSIBLE OR LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR OTHER DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, LOSS OF PROPERTY, LOSS OF REVENUE OR PROFITS, LOSS OF ENJOYMENT OR USE, COST OF REMOVAL, INSTALLATION OR OTHER CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE WARRANTY EXTENDED HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN ITS SCOPE AND DURATION TO THE TERMS SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES.