

**1. What Is Covered by the Limited Warranty.** Sports Imports, Inc. ("Sports Imports"), offers the following limited, non-transferable warranty to the original purchaser ("Buyer") of the indicated products:

- 1.1. Limited Lifetime Performance Warranty on SI-1 and DE11 Poles. Sports Imports warrants to Buyer that the SI-1 and DE11 poles sold to Buyer will not during their lifetime bend in normal use and will achieve regulation net height in normal use so long as the in-ground sleeve is set securely in the floor with a minimum of a six (6) inch sleeve to support the pole.
- 1.2. Limited Ten (10)-Year Performance Warranty on CO8, DG11, DG33 Poles. Sports Imports warrants to Buyer, for a period of ten (10) years from the date of delivery, that the CO8, DG11 and DG33 poles sold to Buyer will not bend in normal use and will achieve regulation net height in normal use so long as the in-ground sleeve is set securely in the floor with a minimum of a six (6) inch sleeve to support the pole.
- 1.3. Limited Twenty-Five (25)- Year Performance Warranty on AL7 Poles. Sports Imports warrants to Buyer, for a period of twenty-five (25) years from the date of delivery, that the AL7 poles sold to Buyer will not bend in normal use and will achieve regulation net height in normal use long as the in-ground sleeve is set securely in the floor with a minimum of a six (6) inch sleeve to support the pole.
- 1.4. Limited Five (5)-Year Warranty on Floorplates, Sleeves, and Ratchets. Sports Imports warrants to Buyer, for a period of five (5) years from the later of (i) the date of delivery or (ii) if installed by Sports Imports, the date of substantial completion of such installation, in use under normal conditions, that the floorplates, sleeves, and ratchets (the "Floorplates, Sleeves and Ratchets") sold to Buyer (A) conform to the specifications, drawings, samples, or other descriptions specified by Buyer (if any) or, if none are so specified, to Sports Imports' standard specifications for such Floorplates, Sleeves, and Ratchets and (B) are free from defects in material or workmanship.
- 1.5. One (1)-Year Warranty on Net. Sports Imports warrants to Buyer, for a period of one (1) year from the later of (i) the date of delivery or (ii) if installed by Sports Imports, the date of substantial completion of such installation, in use under normal conditions, that the net, sold to Buyer (A) conform to the specifications, drawings, samples, or other descriptions specified by Buyer (if any) or, if none are so specified, to Sports Imports' standard specifications for such net and (B) are free from defects in material or workmanship.
- 1.6. One (1)-Year Warranty on Certain Equipment and Parts. Sports Imports warrants to Buyer, for a period of one (1) year from the later of (i) the date of delivery or (ii) if installed by Sports Imports, the date of substantial completion of such installation for use under normal conditions, that the safety pads, officials' stands, padding, antennas, storage carts, and wall racks (the "Equipment and Parts") sold to Buyer

A) conform to the specifications, drawings, samples, or other descriptions specified by Buyer (if any) or, if none are so specified, to Sports Imports' standard specifications for such Equipment And Parts and (B) are free from defects in material or workmanship

**2. For all Senoh-branded products, including poles, please refer to the Senoh product warranty. All Senoh-branded products sold by Sports Imports are warranted exclusively under the Senoh warranty and are not warranted by Sports Imports.**

**3. Buyer's Obligation to Provide Notice.** If, within the applicable warranty period, Buyer wishes to make a warranty claim on any product covered by this Limited Warranty, Buyer must notify Sports Imports in writing within 20 days after discovery of the alleged nonconformity or defect setting forth in detail the nature of the nonconformity or defect ("Buyer's Notice"). Sports Imports shall in no event have any liability under or with respect to this warranty unless Buyer's Notice is timely received by Sports Imports.

**4. Sports Imports' Warranty Service.** Within a reasonable time after its receipt of Buyer's Notice, Sports Imports will correct any covered nonconformity or defect identified in Buyer's Notice by furnishing new or used replacement products, at the discretion of Sports Imports. Such repair, including parts, labor, and the shipment of replacement or repaired products to Buyer, will be at Sports Imports' expense. All warranty service will be performed at Sports Imports' place of business in Columbus, Ohio. All costs and expenses of shipping the covered products to Sports Imports and the installation of the replacement or repaired products will be at Buyer's expense. If, after a reasonable number of attempts, Sports Imports is unable to repair any covered product, Sports Imports will, at its option and in exchange for the return of the covered product, provide one of the following: (a) replace the product or (b) refund of the entire purchase price. This paragraph sets forth Buyer's exclusive remedies under this Limited Warranty.

**5. What Is Not Covered by the Limited Warranty.** Sports Imports does not warrant (a) defects caused by failure to provide a suitable installation environment for any covered product, (b) damages caused by use of any covered product for purposes other than those for which they were designed, (c) damage caused to any covered product as a result of a failure to properly care for or use the product as specified in the Sports Imports Warranty – Product Care Instructions, (d) by damage to any covered product caused by disasters, such as fire, flood, wind, and lightning, (e) damage to any covered product caused by unauthorized attachments or modifications, (f) damage to any covered product that occurs during shipment, or (g) any other abuse or misuse of any covered product by Buyer or others. Nothing in this paragraph shall be deemed in any way to broaden the limited warranty set forth in paragraph 1.

**6. Warranty of Title and Against Infringement.** In addition to the limited warranties set forth in paragraph 1, Sports Imports warrants that it has good title to the product sold to

Buyer, free of encumbrances, and that such products will be delivered free from the rightful claim of any third person for infringement of any United States or foreign patent. Sports Imports agrees to indemnify, to save harmless, and to defend (collectively, "Indemnify") Buyer from and against any damages, claims and costs (including reasonable attorneys' fees) that Buyer incurs on account of the alleged infringement of any United States or foreign patent by any product Sports Imports sells to Buyer. However, if any such claim arises with respect to materials, designs, or specifications furnished or designated by Buyer, then in such case Buyer shall Indemnify Sports Imports from and against any damages, claims and costs (including reasonable attorneys' fees) that Sports Imports incurs as a result. The party seeking the indemnity under this paragraph shall (a) provide prompt written notice to the other of any claim or suit for which it seeks the indemnity, (b) provide reasonable assistance in settling or defending such claim, and (c) shall have the right to approve any settlement of the claim. If a claim with respect to which Sports Imports has an indemnity obligation arises under this paragraph, Buyer will allow Sports Imports, at Sports Imports' option and expense, to procure the right for Buyer to continue using the product in question, to replace or to modify such products, or to grant Buyer a full refund of the purchase price paid for such products in exchange for their return.

7. **Limitation of Remedies.** The remedies described above are Buyer's sole and exclusive remedies. Under no circumstances shall Sports Imports be liable for any cost, loss, expense, damages, special damages, incidental damages, or consequential damages arising, directly or indirectly, from Buyer's purchase, ownership, or use of the covered products, whether based upon breach of warranty, breach of contract, negligence, strict tort liability, or any other legal theory. Such excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the covered products or any associated property (including damage to, or the destruction of, any personal property or other contents contained in any area secured by any of the covered products), costs of capital, costs of any substitute equipment, facilities, or services, downtime, the claims of third persons (including lessees, customers, and invitees), and injury to property. This limitation does not apply to damages caused by breach of the warranties of title and against infringement, as set forth in paragraph 6, above, or to claims for personal injury. Some states do not allow the exclusion or limitation of incidental or consequential damages. In such states, the limits in this paragraph may not apply.

8. **Disclaimer of Warranty.** THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD THE DISCLAIMER AND EXCLUSION OF SUCH IMPLIED WARRANTIES BE PROHIBITED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF NINETY (90) DAYS FROM THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY.

9. **Time Limit for Bringing Suit.** Notwithstanding any other provision in this Limited Warranty, any action for breach of warranty must be commenced within one (1) year following the accrual of the cause of action.