

## **SPORTKRAFT USA, LLC LIMITED WARRANTY**

The Sportkraft USA, LLC warranty is a limited warranty that is provided to the initial retail purchaser of any Sportkraft USA, LLC (“Sportkraft”) products (“Product”) in return for consideration paid as part of the purchase price of the Product. Sportkraft warrants that such Products will be free from defects in material and workmanship when put to normal use and properly maintained (if applicable) for the warranty period as described below.

**THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY DISCLAIMED.**

### **Warranty Period**

The Warranty Period for all coverage begins from the date of purchase and will remain in place (subject to the conditions precedent and exclusions set forth below) for a period of one (1) year.

### **What is Covered**

If a defect in material or workmanship is found in any Product covered by this limited warranty within the specified Warranty Coverage period, Sportkraft will reimburse/pay for the repair or replacement of the Product as described in the Reimbursement provisions below, and subject to the limitations described in the Limitations of Reimbursement section of this limited warranty. Any Product repaired or replaced under this warranty will only be eligible for warranty coverage for the remaining portion of the original Product's warranty period.

### **Conditions Precedent to Submitting a Valid Warranty Claim**

Sportkraft shall have no obligations under this Limited Warranty to respond to any warranty claim that is submitted after the warranty coverage period has expired. Likewise, Sportkraft shall have no obligation to respond to any warranty claim that is first submitted to Sportkraft more than ninety (90) days after the date of a reported failure of the Product.

In connection with any claims submitted in a timely fashion within the applicable Product warranty coverage period, the Product owner/purchaser is required to provide Sportkraft with information sufficient to substantiate the claim. As part of its evaluation of any claim, Sportkraft may request that additional information be provided and/or may also request an inspection of the Product. In conjunction with any warranty claim, the owner/purchaser is obligated to use its best efforts to assist Sportkraft in any investigation of the claim. Should the owner/purchaser fail to cooperate with Sportkraft in connection with the investigation of a submitted warranty claim, then Sportkraft shall be relieved of any obligation to make any payment/reimbursement on the claim.

## **Warranty Reimbursement Provisions and Limitations**

With respect to Sportkraft 's obligations in response to a valid warranty claim, the following terms and conditions apply:

1. Any decision to replace the Product or to provide payment for the parts and labor necessary to repair the Product shall be made at the sole discretion of Sportkraft.
2. Absent any agreement made in advance of any third party undertaking any work to repair any Product, Sportkraft will not be responsible for any such expenses or costs.
3. In all cases, Sportkraft shall make the final determination as to the appropriate reimbursement for any warranty claim.

### **EXCLUSIVE REMEDY**

**THE REMEDY OF REPAIR OR REPLACEMENT OF ANY PRODUCT UNDER THE TERMS OF THIS WARRANTY - AS MORE PARTICULARLY SPECIFIED IN THE WARRANTY REIMBURSEMENT PROVISIONS AND LIMITATION ABOVE - CONSTITUTE THE OWNER'S/PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY. IN NO EVENT SHALL SPORTKRAFT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ASSOCIATED WITH ANY CLAIMED BREACH OF WARRANTY OR FOR ANY DELAY IN PERFORMANCE OF THIS WARRANTY.**

## **Warranty Exclusions**

The Limited Warranty shall not extend to any Product that has been subjected to the following:

- accident, damage, negligence, abuse or misuse
- improper assembly, installation and/or maintenance (if applicable),
- abnormal operating conditions
- alteration or modification
- a purpose or application in any way different from that for which it was designed
- General wear of a Product due to normal use is to be expected and does not give rise to any warranty claim

## **No Modification, Extension, or Transfer of Warranty**

The Sportkraft Limited Warranty is limited to the written terms as expressed in this document. Sportkraft does not authorize anyone to change or extend the terms of this limited warranty in any manner. The Limited Warranty is not transferable to subsequent Product owners or users - or

otherwise available to anyone other than the original retail purchaser that acquired the Product directly from Sportkraft.

### **Dispute Resolution by Binding Arbitration**

Within ninety (90) days of Sportkraft 's receipt of the owner's/purchaser's notice required pursuant to this Agreement, should the Product owner/purchaser and Sportkraft be unable to reach an agreeable resolution on any question(s) regarding the applicability of this limited warranty and/or any final determination by Sportkraft regarding any claim submitted pursuant to this limited warranty, then all parties agree that binding arbitration (as discussed in greater detail below) shall serve as the exclusive method for resolving any such disputes.

After the expiration of the ninety (90) day time period listed above, the parties agree that any unresolved claim made or asserted by an owner/purchaser of a Product covered by the Sportkraft Limited Warranty that arises out of, in connection with, or otherwise relates in any way whatsoever to the Limited Warranty or the sale/performance of a Product must be resolved by binding arbitration and that no claims or lawsuits regarding the Product or any warranty related to the Product can be initiated in any municipal, county, state, federal, or any other court of general jurisdiction. The parties acknowledge that the purchase of any Product eligible for a Limited Warranty involves interstate commerce. The parties agree that arbitration shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec. 1, et seq., and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association (“AAA”). The parties agree that should a dispute arise regarding the scope of this arbitration provision, the question of scope shall be delegated to the arbitrator(s) for determination.

Each party shall bear its own costs associated with the arbitration, including its attorney's fees, and the parties shall share equally the fees and expenses of arbitration and the arbitrator(s), except that the arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s) or as otherwise required by law.

### **Governing Law**

The Sportkraft Limited Warranty and the parties' relationship shall be governed by the laws of the State of California (without regard to the choice of law rules).

### **To Report a Claim:**

If you have a claim related to a Product covered by this limited warranty, please email to [sportkraftusa@gmail.com](mailto:sportkraftusa@gmail.com)