



## **FIVE YEAR WARRANTY**

### **4081-70 Batting Cage System**

**PERFORMANCE SPORTS SYSTEMS**, (the "Company") warrants the **Model #4081 Batting Cage System** (the "Equipment") against defects in material or factory workmanship for a period of five (5) years from the date of substantial completion (the "Warranty Period").

If you discover a defect in the materials or factory workmanship of the Equipment during the Warranty Period, you must promptly notify the company in writing. You must also include proof of purchase and purchase date, installation date or date of substantial completion. The Company will, at the Company's discretion, repair or replace the defective Equipment at no cost to you, except for shipping, insurance and installation costs, which shall be your responsibility.

This warranty does not cover any loss or damage caused by (a) improper installation of the Equipment, (b) use of the Equipment for purposes other than which it was intended, (c) disasters such as fire, flood, wind, and lightning, (d) unauthorized alterations or modifications to the Equipment, or (e) any other abuse or misuse of the Equipment.

The Company's liability under this warranty is limited to the repair or replacement of defective Equipment. Your sole and exclusive remedy against the Company shall be for the repair or replacement, at the Company's discretion, of any defective Equipment as provided herein. **\*IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, ANY LABOR AND/OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OF THE DEFECTIVE EQUIPMENT WARRANTED HEREUNDER, OR ANY OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUE OR PROFITS.**

\* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**\*ALL IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE WARRANTY PERIOD.**

\*Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No agent or representative of the Company or any other person has the authority to change or modify this warranty, either orally or in writing, in any respect.

This warranty gives you specific legal rights. Additional legal rights may vary state to state.

**PERFORMANCE SPORTS SYSTEMS**