

# DOMINATOR™

## DOMINATOR BASKETBALL STANDARD LIMITED LIFETIME WARRANTY

Subject to the limitations set forth below, HomeSports (the “**Manufacturer**”) warrants to the original consumer purchaser (the “**Purchaser**”) of the Dominator Basketball Standard (hereinafter referred to as the “**Dominator**”) that the Dominator shall be free from material defects in parts and/or workmanship that impair the use of the Dominator for so long as the Purchaser owns the Dominator.

1. This Warranty is non-transferable and is expressly limited to the repair or replacement of a defective Dominator, including any part thereof, covered under this Warranty.
2. To make a claim under this Warranty, the Purchaser must first write the Manufacturer at 930 W 410 N, Suite 100, Linton, UT 84042, to receive a Return Authorization number and/or determine specific needs.
3. The Manufacturer reserves the right to examine photographs and/or physical evidence of a Dominator claimed to be defective and to recover said Dominator pursuant to the terms of this Warranty, prior to authorization of a claim under this Warranty.
4. Unless indicated otherwise by the Manufacturer, in order to determine whether a requested repair is covered under this Warranty, the Dominator must be shipped prepaid to the Manufacturer with a copy of the relevant proof of purchase. The Manufacturer will not be responsible for any loss or damage incurred in connection with the return of a Dominator or its parts to Manufacturer under this Warranty. The manufacturer will examine the Dominator so shipped and, in its sole and reasonable discretion, will determine (1) whether this Warranty covers the Dominator and, if it does, (2) whether the Dominator needs to be repaired or replaced. Any and all dealer service charges, labor costs, shipping costs, insurance, travel expenses and any other charges or costs involved in the removal, installation or replacement of a defective Dominator, including, but not limited to, any part thereof, covered under this Warranty, will be the sole responsibility of the Purchaser and must be prepaid. Any Dominator, including any part thereof, shipped to the Manufacturer “collect” will be refused.
5. THIS WARRANTY IS VOID IF THE DOMINATOR HAS BEEN DAMAGED BY ACCIDENT, UNREASONABLE USE AND/OR ABUSE, NEGLIGENCE, IMPROPER SERVICE, IMPROPER INSTALLATION OR HANDLING, FAILURE TO FOLLOW PROVIDED INSTRUCTIONS (INCLUDING WITHOUT LIMITATION USING THE DOMINATOR AT PROHIBITED HEIGHT LEVELS), SHIPPING, VANDALISM, ACTS OF GOD, ENVIRONMENTAL FACTORS, ALTERATION OF THE DOMINATOR, OR ANY OTHER EVENTS BEYOND THE CONTROL OF THE MANUFACTURER OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN MATERIAL OR WORKMANSHIP.
6. USING THE DOMINATOR FOR OTHER THAN RESIDENTIAL BASKETBALL USE WILL ALSO VOID THIS WARRANTY.
7. HANGING FROM THE NET OR RIM WILL ALSO VOID THIS WARRANTY: Rims are not warranted for any defects other than workmanship. Torn back plates, damaged springs, bent rings, damaged eyebolts and torn or distorted rim supports result from hanging on the rim are not warranted.
8. THIS WARRANTY DOES NOT COVER SCRATCHING OR SCUFFING OF THE DOMINATOR THAT MAY RESULT FROM NORMAL USAGE. THIS WARRANTY ALSO DOES NOT COVER RUSTING PARTS, FADING PAINT, CRACKS THAT DO NOT AFFECT THE FUNCTIONALITY OF THE PRODUCT, OR OTHER DAMAGE CAUSED BY WEATHER OR CLIMATE CONDITIONS OR EXPOSURE TO CORROSIVES SUCH AS SALTS, PESTICIDES, ETC.
9. This warranty gives the Purchaser specific legal rights, and such Purchaser may also have other rights which vary from state to state.
10. THIS WARRANTY IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY ARISING OUT OF THE SALE OF THE DOMINATOR, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.
11. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to certain Purchasers.
12. THE REMEDY OF REPAIR OR REPLACEMENT STATED ABOVE SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY. THE MANUFACTURER DOES NOT ASSUME OR AUTHORIZE ANY PERSON OR REPRESENTATIVE TO ASSUME ON ITS BEHALF ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF A DOMINATOR. THE MANUFACTURER SHALL NOT BE LIABLE FOR (A) ANY DAMAGES OR EXPENSES THAT MAY OCCUR, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, USE, PERFORMANCE AND/OR REMOVAL OF THE DOMINATOR (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO CONCRETE OR THE PURCHASER'S YARD); (B) ANY OTHER CLAIM ARISING FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT REGARDING THE DOMINATOR; OR © OTHER DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, LOSS OF PROPERTY, LOSS OF ENJOYMENT OF USE, COSTS OF INSTALLATION AND/OR REMOVAL, OR OTHER CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY COVERING THE DOMINATOR.
13. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to certain Purchasers.
14. While the Manufacturer has made attempts to ensure that the Dominator is safe to use, freedom from injury cannot be guaranteed. The Purchaser assumes all risk of injury resulting from the use of the Dominator. All Dominators are sold subject to this condition, and no representative of the Manufacturer may waive or change this policy.