

# PORTER LIMITED PRODUCT WARRANTY

## Product Line: Wall Mounted Basketball Backstops (the “Equipment”)

Porter Athletic (“Porter”) provides the below limited warranty (the “Limited Warranty”) to the original purchaser of the Equipment and only as to the facility in which the Equipment was originally installed. The Limited Warranty extends from the time the Equipment is installed by qualified installers and continues based on the timeline listed below under the terms and conditions stated below.

## Limited Warranty Terms and Conditions

Porter warrants the Equipment against defects in material or factory workmanship which cause failure of the Equipment within the applicable Limited Warranty period and provided that notification of defects, together with proof of purchase, is given to Porter at [Porter@porterathletic.com](mailto:Porter@porterathletic.com) within thirty (30) days of discovery of such defect. Porter, once it confirms the existence of a covered defect will, at its sole discretion, repair or replace the defective Equipment with comparable Equipment or will provide a refund of the purchase price prorated over the remaining Limited Warranty period. In the event of repair or replacement, the Limited Warranty includes labor, materials, and freight during the first year of the Limited Warranty and then materials only for the balance of the Limited Warranty period based on the Limited Warranty coverage time period shown below for each category. All other costs, expenses or losses are excluded, including, but not limited to, costs for maintenance of the Equipment. The manner of fulfillment of the Limited Warranty (including investigation, timing of response, labor, and manner of shipment, if applicable) is at the sole discretion of Porter.

## Standard Limited Warranty Coverage Time Period

10 years – Structural Components (Pipes, Brackets, Braces)

5 years—Saf Straps

1 year – Mechanical ( Height Adjuster, Pulleys, Hinges)

1 year -- Electrical Components (Winches, Height Adjuster Motors, Control Systems)

Backboard/Goal/Rim – Covered by separate warranty, please see product information sheets

**Exclusions and Conditions:** This limited warranty excludes and does not apply to:

- Damage, whether natural or manmade, including, but not limited to fire, flood, wind, lightening or other acts of nature or God.
- Normal maintenance items such as fuses and belts.
- Normal wear and tear
- Use for other than intended purpose or use not in accord with generally approved practices
- Abuse, neglect, vandalism, alterations, modifications or misuse – as determined by Porter
- Equipment not installed by Porter Athletic Approved Installers
- Natural variations occurring in product finishes are not considered defects.
- User attached accessories
- Damage caused by operation of Equipment by persons not properly trained to operate it
- Equipment not routinely inspected and maintained by facility personnel or operators in accordance with the Porter Operation and Maintenance Manual.

In cases where repair or replacement of Equipment is deemed necessary, color or texture shall be in accord with that offered by Porter at the then current time.

Porter’s liability under this Limited Warranty is limited to repair or replacement of defective Equipment or a prorated refund as described above. The sole and exclusive remedy against Porter, or its parent, affiliates, subsidiaries, or distributors shall be for the repair, replacement or prorated refund, at Porter’s sole discretion, of any defective Equipment as provided herein. IN NO EVENT SHALL PORTER OR ITS PARENT, AFFILIATES, SUBSIDIARIES, OR DISTRIBUTORS 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 WITHOUT LIMITATION, ANY LABOR AND /OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT, EXCEPT TO THE EXTENT OTHERWISE SET FORTH HEREIN, OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR OPPORTUNITY.

This document constitutes Porter’s Limited Warranty in its entirety and no other provisions express or implied exist. This Limited Warranty excludes, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Any modifications of this Limited Warranty must be in writing and signed by an officer of Porter. No other person, agent or representative of Porter or any distributor or dealer has any authority to change or modify this Limited Warranty, either verbally or in writing.

Porter reserves the right to change required inspection and maintenance provisions for the Equipment from time to time and upon notification of such change, Customer must abide by those revised provisions or this limited warranty is void.

Various states may have laws affecting your rights under this Limited Warranty.

# PORTER EXTENDED LIMITED PRODUCT WARRANTY

## **Product Line: Wall Mounted Basketball Backstops (the “Equipment”)**

Porter Athletic (“Porter”) provides the below extended limited warranty (the “Extended Limited Warranty”) to the original purchaser of the Equipment and only as to the facility in which the Equipment was originally installed. The Extended Limited Warranty extends from the time the Equipment is installed by qualified installers and continues based on the timeline listed below under the terms and conditions stated below, including, but not limited to, the required inspections and maintenance referenced below (the “Maintenance Program”).

## **Extended Limited Warranty Terms and Conditions**

Porter warrants the Equipment against defects in material or factory workmanship which cause failure of the Equipment within the applicable Extended Limited Warranty period and provided that notification of defects, together with proof of purchase, is given to Porter at [Porter@porterathletic.com](mailto:Porter@porterathletic.com) within thirty (30) days of discovery of such defect. Porter, once it confirms the existence of a covered defect and compliance with the Maintenance Program, will, at its sole discretion, repair or replace the defective Equipment with comparable Equipment or will provide a refund of the purchase price prorated over the remaining Extended Limited Warranty period. In the event of repair or replacement, the Extended Limited Warranty includes labor, materials, and freight during the first year of the Extended Limited Warranty and then materials only for the balance of the applicable Extended Limited Warranty based on the Extended Limited Warranty coverage time period shown below for each category. All other costs, expenses or losses are excluded, including, but not limited to, costs for maintenance of the Equipment. The manner of fulfillment of the Extended Limited Warranty (including investigation, timing of response, labor, and manner of shipment, if applicable) is at the sole discretion of Porter.

## **Extended Limited Warranty Coverage Time Period**

15 years – Structural Components (Pipes, Brackets, Braces)

10 years – Mechanical (Height Adjuster, Pulleys, Hinges, Chains)

5 years—Saf Straps

5 years -- Electrical Components (Electric Winch, Height Adjuster Motors, Control Systems)

Backboard/Goal/Rim – Covered by separate warranty, please see product information sheets

**Exclusions and Conditions:** This Extended Limited Warranty excludes and does not apply to

- Equipment not properly inspected or maintained by a Porter certified inspector at least annually in accordance with the Maintenance Program set forth in the current Porter Installation, Operation and Maintenance Manual for Basketball Backstops of the series covering the involved Equipment which is delivered with the product, is available on line at [www.porterathletic.com](http://www.porterathletic.com), or which may be ordered from Porter.
- Damage, whether natural or manmade, including, but not limited to fire, flood, wind, lightening or other acts of nature or God.
- Normal maintenance items such as fuses and belts.
- Normal wear and tear
- Use for other than intended purpose or use not in accord with generally approved practices
- Abuse, neglect, vandalism, alterations, modifications or misuse – as determined by Porter
- Equipment not installed by Porter Athletic Approved Installers
- Natural variations occurring in product finishes are not considered defects.
- User attached accessories
- Damage caused by operation of Equipment by persons not properly trained to operate it
- Equipment not routinely inspected and maintained by facility personnel or operators in accordance with the Porter Operation and Maintenance Manual.

In cases where repair or replacement of Equipment is deemed necessary, color or texture shall be in accord with that offered by Porter at the then current time.

Porter’s liability under this Extended Limited Warranty is limited to repair or replacement of defective Equipment or a prorated refund as described above. The sole and exclusive remedy against Porter, or its parent, affiliates subsidiaries, or distributors shall be for the repair, replacement or prorated refund, at Porter’s sole discretion, of any defective Equipment as provided herein. IN NO EVENT SHALL PORTER OR ITS PARENT, AFFILIATES, SUBSIDIARIES, OR DISTRIBUTORS 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 WITHOUT LIMITATION, ANY LABOR AND /OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT, EXCEPT TO THE EXTENT OTHERWISE SET FORTH HEREIN, OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR OPPORTUNITY.

This document constitutes Porter’s Extended Limited Warranty in its entirety and no other provisions express or implied exist. This Extended Limited Warranty excludes, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Any modifications of this Extended Limited Warranty must be in writing and signed by an officer of Porter. No other person, agent or representative of Porter or any distributor or dealer has any authority to change or modify this Extended Limited Warranty, either verbally or in writing.

Porter reserves the right to change required inspection and maintenance provisions for the Equipment from time to time and upon notification of such change, Customer must abide by those revised provisions or this Extended Limited Warranty is void.

Various states may have laws affecting your rights under this Extended Limited Warranty.





OUT OF SIGHT SHOULDN'T ALWAYS MEAN OUT OF MIND.

REST ASSURED AND RECEIVE THE BEST WARRANTY IN THE BUSINESS  
WITH AN ANNUAL INSPECTION BY A PORTER CERTIFIED INSPECTOR.



**porter**® EXTENDED WARRANTY PROGRAM

BASKETBALL | VOLLEYBALL | DIVIDER CURTAINS | CONTROL SYSTEMS | WALL PADDING





## DON'T LET YOUR EQUIPMENT LOSE ITS **COMPETITIVE EDGE.**

Your new Porter equipment installation can expect years of future action. Why not treat it with the best warranty in the business?

When your equipment receives **ANNUAL INSPECTION AND MAINTENANCE** from a Porter certified inspector, we will automatically honor an **EXTENDED WARRANTY PERIOD** on qualifying equipment. Product specific warranty information is available from your Porter Architectural Sales & Services dealer, or can be found at [www.porterathletic.com](http://www.porterathletic.com).

## QUALITY PRODUCTS DESERVE **QUALITY SUPPORT.**

That's why our inspectors are trained to the highest standards, to make sure the service you receive is nothing short of excellent.

At Porter, we believe in and stand behind the **QUALITY OF OUR PRODUCTS**. And after more than 100 years in the business, we have learned that a little extra can go a long way. Annual equipment inspection from a Porter certified inspector ensures that your facility will be ready when it **MATTERS MOST**.

## PROPER MAINTENANCE MEANS **IMPROVED SAFETY.**

Prevent damage before it happens, by taking action after your inspection is complete. By keeping your equipment in top shape, everyone is better protected.

Our commitment to the improvement of **SAFETY** in the athletic arena never stops. From the quality build of our products, to the knowledgeable consultation you receive from a trained Porter inspector, you can rest assured that your equipment is designed and installed to **PERFORM** at the highest standards— for years to come.

**ALWAYS INNOVATIVE. ALWAYS QUALITY. ALWAYS PORTER.**

**porter<sup>®</sup> EXTENDED WARRANTY PROGRAM**

BASKETBALL | VOLLEYBALL | DIVIDER CURTAINS | CONTROL SYSTEMS | WALL PADDING