

RAINBOW LIMITED LIFETIME WARRANTY

Rainbow™ Dominator® Basketball Systems

Subject to the limitations described below, Rainbow Play Systems, Inc. ("Rainbow") warrants only to the original retail purchaser that the Rainbow Dominator® or Monster Dominator® basketball system (the "Product") shall be free from defects in materials and workmanship.

THE RAINBOW LIMITED LIFETIME WARRANTY COVERAGE DESCRIBED HEREIN LASTS ONLY AS LONG AS THE ORIGINAL RETAIL PURCHASER OWNS THE PRODUCT AND TERMINATES IF THE ORIGINAL RETAIL PURCHASER SELLS OR OTHERWISE TRANSFERS THE PRODUCT. Rainbow recommends that the original retail purchaser affix the original sales receipt to the Product instruction manual and retain these documents.

The **Rainbow Limited Lifetime Warranty** is valid only if the Product:

- is erected in conformity with the installation instructions furnished by Rainbow using approved parts;
- is maintained and inspected in accordance with instructions from Rainbow;
- has been subjected to normal residential use and normal basketball-related activities;
- has not been subject to vandalism, misuse, neglect or accident;
- has not been subjected to unauthorized addition or substitution of parts not approved by Rainbow; and
- has not been modified, altered or repaired by persons other than Rainbow or its designees in any respect which, in the sole judgment of Rainbow, affects the condition or operation of the Product.

Failure to abide by any of these conditions may void the Rainbow Limited Lifetime Warranty.

The **Rainbow Limited Lifetime Warranty** does not cover: (1) cosmetic damage or defects, such as paint, rusted parts, surface scratches, dents, marring, fading, discoloration or cracks that do not affect the functionality of the Product; (2) damage due to normal wear and tear; (3) damage due to "acts of God," including, but not limited to, hail, flooding, lightning, tornadoes, sandstorms, earthquakes and windstorms; and (4) damage due to "environmental factors," such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than photochemical smog).

This **Rainbow Limited Lifetime Warranty** also **SPECIFICALLY EXCLUDES** the **RIM** and the **BASE, POLE AND BACKBOARD PAD COVERS**, which are subject to the following warranty coverage:

RIM (Manufacturer's Warranty Only): The rim on the Product is covered by the applicable manufacturer's warranty that accompanies the rim. Rainbow makes no additional warranty representations, either expressed or implied or oral or written, other than those provided by the rim manufacturer. Rainbow also offers no warranty coverage of any kind on the net or netting material attached to a rim. **HANGING ON THE RIM OR NET THEREBY CAUSING DAMAGE TO THE RIM MAY VOID THE MANUFACTURER'S WARRANTY (AND, DEPENDING ON THE TYPE AND EXTENT OF THE DAMAGE, MAY ALSO VOID THE RAINBOW LIMITED LIFETIME WARRANTY).**

BASE, POLE AND BACKBOARD PAD COVERS (Limited One-Year Warranty): Subject to proper installation and normal, residential use (and, if applicable), Rainbow warrants only to the original retail purchaser that the base, pole and backboard pad covers on the Product will be free from defects in material and workmanship for a period of **ONE YEAR** from the date of purchase. The Limited One-Year Warranty is valid only if the conditions described more fully above in the bullet points are followed. The Limited One-Year Warranty also does not cover cosmetic damage or defects; normal wear and tear; damage due to "acts of God"; or damage due to environmental factors. The warranty coverage described in this paragraph is the customer's sole and exclusive remedy and lasts only as long as the original purchaser owns the Product and terminates if the original purchaser sells or otherwise transfers the Product.

All warranty work must be arranged through the Rainbow showroom where the Product was originally purchased or through the nearest participating Rainbow showroom that carries the Product. Proof of purchase by the original retail purchaser is required for all warranty claims. The Product, or component parts thereof, covered under warranty will be repaired or replaced, at Rainbow's option, and returned freight prepaid to the Rainbow showroom handling the warranty work. **THIS SHALL BE THE ORIGINAL RETAIL PURCHASER'S SOLE AND EXCLUSIVE REMEDY.** All labor costs, travel expenses and any other charges involved in the inspection, installation, service or replacement of the Product, or component parts thereof, incurred by the Rainbow showroom (or by the showroom's authorized agents or installers) handling your warranty work will be the original purchaser's responsibility.

Rainbow reserves the right to examine photographs or physical evidence of the Product, or component parts thereof, claimed to be defective, and to recover said Product or component parts prior to disposition of warranty claims. If applicable, merchandise returned to the Rainbow factory for examination or recovery must be shipped freight prepaid, unless Rainbow issues a Return Authorization number.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF RAINBOW PLAY SYSTEMS, INC. CANNOT DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER ANY SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE APPLICABLE ONE-YEAR WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. RAINBOW DOES NOT ASSUME, OR AUTHORIZE ANY PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAINBOW ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE OR USE OF OUR EQUIPMENT. 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.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

→ **For prompt warranty service or to order an additional copy of a Dominator® instruction manual, contact your local Rainbow Play Systems Factory Direct Showroom at 1-800-RAINBOW (1-800-724-6269).**