# **Warranty Card**

## HEShootingstreak® PT/System/SystemPLUS Module Repair Procedure

Manufacturer warrants, to the original consumer purchaser only and not to subsequent owners, these new basketball product modules to be free from defects in material and workmanship for a period of thirty (30) days from the date of delivery.

Should any Large Part (LP)\* of a module be found to be defective due to material or workmanship within the warranty period, return it in its original containers to the place of purchase with proof of purchase or write to CUSTOMER SERVICE DEPT., P.O. Box 18633, Los Angeles, CA 90018 or Email to cs@shootingstreak.com with records accurately reflecting purchaser's name, product Personal Trainer module serial number, and date of delivery, for repair or replacement at manufacturer's option. Returned defective Large Parts will be replaced, or money refunded, if they cannot be repaired after a reasonable number of attempts. A defective or missing Small Part (SP)\*\* may be replaced *once* without return. A Repair Merchandise Authorization (RMA) number is required for each large or small part.

This warranty, except as expressly provided to the contrary, is only for the benefit of the parties to the purchase and is not transferable for the benefit of any other person. Any large part for return must be in its original container.

This warranty does not cover normal wear and tear or weathering and will not apply if the articles or any parts thereof have been subjected to (1) any maintenance, overhaul, installation, storage, operation, or use, handling or environment which is improper or not in accordance with Manufacturer's instructions; (2) any alteration, modification, or repair by anyone other than Manufacturer or its authorized representative. The warranty shall not apply to any article to the extent that the defect or non-conformity is attributable to any part not supplied by or approved by Manufacturer.

Manufacturer agrees to assume round-trip transportation costs for large parts that are defective or nonconforming in an amount not to exceed normal common carrier (i.e., UPS) shipping charges within the United States and Canada provided, however, that if Manufacturer's inspection discloses that the returned module or large part does not require repair or replacement, or for returns made to a retail dealer, Manufacturer's usual charges will apply and the Consumer shall assume round-trip shipping charges.

This warranty gives you specific legal rights and you may have other rights which vary from state to state. Refer to Terms and Conditions of Sale for complete details.

CUSTOMER SERVICE DEPT. P.O. Box 18633 Los Angeles, CA

We suggest you copy this information for your records in case you need to activate this Repair Procedure. For defective or missing items, it is important to return your Warranty Card promptly within the Warranty period. Subsequent receipt of defective large parts must be taken within 30 days. Repair Merchandise Authorization is required: Contact Customer Service.

Model No	_ Serial No	
Purchaser's Name		
Address		
City	_ State Zip	
Dealer's Name		
Address		
Date of Product Delivery		
RMA#	WC	<sup>2</sup> 1

### **—ASSEMBLY PARTS CHECK LIST—**

SUPPORT ASSEMBLY	Missing?	TROUGH ASSEMBLY Missing?	
1. Inverted J-Hook (2)	<u>**SP</u>	10. Trough Panel(s) Unit with Track	
2. Cap Nut (2)	<u>**SP</u>	Anchor and Extender and Front Tip Hand Grip <b>*LP</b>	
3. Crossbar Mylar Chrome Trim (2)	<u>**SP</u>	11. SideKicker™ Side Shot [U-channel]	
4. Support Assy Upper Vertical Arm (2)	<u>*LP</u>	Ball Deflector (2)	
5. Support Assy Lower Arms U-Frame (1)	<u>*LP</u>	12. SideKicker™ Side Shot [U-channel]	
6. Detente Spring Clip Wire (2)	<u>**SP</u>	Ball Deflector Pin Cap (2)** <b>SP</b>	
7. Detente Spring Clip Button (4)	<u>**SP</u>	*LP—Large Part: Return Policy applies **SP—Defective Small Parts are considered the same as missing small parts, which may be replaced <i>once</i> without return (1X limit)	
8. Rubber Sleeve UA - Upper Arm (2)	<u>**SP</u>		
9. Rubber Sleeve LA - Lower Arm (2)	<u>**SP</u>		
10. SideShield™ Side Shot Ball Baffle (1 or 2)	<u> </u>		
11. PracticeARC™ Archway (1)	<u>*LP</u>	NOTE: RMA# required for each LP or SP item	
12. Reverse Mounting Strap (1)	<u>**SP</u>	CUSTOMER SERVICE: (323)-643-4284	

## Terms & Conditions of Sale

- 1. Acceptance: Consumer's purchase of this product and/or purchase order is accepted subject to the following terms and conditions and no others unless the same have been consented to in writing by Manufacturer. The purchase of this product and/or purchase order by Consumer shall be conclusive evidence of the Consumer's approval of, and consent to, the terms adn conditions herein contained.
- 2. Prices: All prices are f.o.b. Manufacturer's warehouse at point of origin, and unless otherwise stated do not include cartage, insurance, taxes, imposts, or any similar charges.
- 3. Performance/Deliveries: Manufacturer shall not be liable for delays in delivery, performance, or failure to perform, manufacture or deliver due to (1) causes beyond its reasonable control, or (2) to acts of God, acts of the Consumer, acts of civil or military authority, Government priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor materials, utilities, components or manufacturing facilities. In the event of any such delay, the date of performance/delivery shall be extended for a period of time as many be reasonably necessary to compensate for any such delay.

#### 4. Warranty:

- (a) Manufacturer warrants that the articles delivered hereunder are free from defects in materials and workmanship. This warranty shall run only to the original Consumer and not to subsequent owners of the product.
- (b) The responsibility of the Manufacturer hereunder, and the sole and exclusive remedy of Consumer for a breach of any warranty hereunder, is limited to, correction or replacement by Manufacterer at its designated plant without charge any large part which has been assigned a Repair Merchandise Authorization number (RMA#) and returned to Manufacturer in its original container and which is not in accordance with this warranty; provided, however, (1) Manufacturer must be notified in writing of the defect or nonconformity within the warranty period and the affected article or part returned to Manufacturer within thirty (30) days after discovery of such defect or nonconformity; (2) if Manufacturer is unable to repair or replace defective or nonconforming articles or parts within a reasonable time after receipt thereof, Consumer shall be refunded their value at the original purchase price, and (3) Manufacturer shall not be responsible for costs of removal and reinstallation.
- (c) Manufacturer shall have the sole right to determine whether returned articles or parts shall be repaired or replaced.
- (d) Manufacturer's responsibility under this warranty shall expire thirty (30) days after the date of delivery to the original Consumer, or any other period of service life, or performance granted in writing by the Manufacturer, whichever is earlier.
- (e) Unless otherwise agreed, and except as may be necessary to comply with this warranty, the Manufacturer reserves the right to make changes in its products without any obligation to incorporate such changes in any product manufactured theretofore.
- (f) Manfacturer agrees to assume round trip transporation costs for defective or nonconforming large parts in an amount not to exceed normal common carrier (i.e., UPS) shipping charges within the United States and Canada, provided, however, that if Manufacturer's inspection discloses that the returned article or part does not require repair or replacement, or for returns made to a retail dealer, Manufacturer's usual charges will apply and the Consumer shall assume round-trip shipping charges.
- (g) This warranty does not cover normal wear and tear or weathering and will not apply if the articles of any parts thereof have been subjected to (1) any maintenance, overhaul, installation, storage, operation, or use, handling or environment which is improper or not in accordance with Manufacturer's instruction; (2) any alteration, modification, or repair by anyone other than Manufacturer or its authorized representative; or (3) any accident, misuse, neglect or negligence after delivery by Manufacturer. The warranty shall not apply to any article to the extent that the defect or nonconformity is attributable to any part not supplied by or approved by Manufacturer.
- (h) Manufacturer's obligations under this warrranty are conditioned on Consumer's obligation to maintain records of proof of purchase which will accurately reflect purchaser's name, product Personal Trainer module serial number, and date of delivery, and establish the nature of any unsatisfactory condition of Manufacturer's product. Manufacturer, at its request shall be given access to such records for substantiating warranty claims.
- (i) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED TO THE EXTENT THEY EXCEED THE WARRANTIES GRANTED HEREIN. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- (j) No agreement extending this warranty shall be binding upon the Manufacturer unless in writing and signed by Manufacturer's duly authorized officer or representative.
- (k) This warranty gives you specific legal rights and you may have other rights which vary from state to state.
- 5. Limitation of Liability: Manufacturer's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this purchase or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any article covered by or furnished under this purchase shall in no case exceed the price allocable to the article or part thereof which gives rise to the claim. in no event shall Manufacturer be liable for special or consequential damages.
- 6. Data Rights: Designs, drawings, specifications, reports, computer software, videos, photographs, instruction manuals, and other technical information and data (hereinafter "Data") of Manufacturer relating to the purchase and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of the Manufacturer except as otherwise expressly agreed in writing by Manuacturer. The Consumer agrees that it will not use the Manufacturer's Data for the manufacture or procurement of articles which are the subject of this purchase or any similar articles or cause said articles to be manufactured by or procure from any other source or reproduce said Data and information or otherwise appropriate them without the written authorization of the Manufacturer.
- 7. Confidential: The Consumer agrees that it will not disclose or make available to any unauthorized third party any Manufacturer's Data or other information pertaining to this purchase which is proprietary to Manufacturer without obtaining Manufacturer's prior written consent.
- 8. Taxes: The amount of all Federal, State or Local taxes applicable to the sale, use, delivery or transportation of the articles sold hereunder and all duties, imposts, tariffs and other similar levies shall be added to the purchase price and paid by the Consumer except where the Consumer shall furnish appropriate certification of exemption there from.
- 9. Export: If any article sold hereunder is for export, Consumer shall be responsible for arranging for transportation, insurance and export clearances. TCS-JUNE 2019