



# Product Warranty

## *Sportafence* ® System

### Product Description and Coverage

The Sportafence ® portable outfield fence is constructed of commercial-grade fencing materials to provide many years of successful operation as an outfield fence for baseball, softball, little league, youth league baseball, and temporary fencing for special events. This revolutionary new patent-pending device is designed to sustain the “game like” impacts that may normally occur during the course of baseball or softball games. It is also designed to absorb normal and routine contact when used as a barrier for special event uses.

The Sportafence ® device is primarily designed for the purpose of functioning as a portable temporary fencing or barrier system for special events and as a portable outfield fence for baseball and/or softball diamonds. As such, the use of the Sportafence ® for other non-compatible purposes for which it was not designed or intended may void this warranty.

This warranty agreement guarantees that the Sportafence ® will function as intended and the manufacturer will fix, repair, and/or replace defective part(s) should the parts cease to function through normal and reasonable use, movement, transit or transportation of the Sportafence ® product.

Normal and reasonable use is defined herein as using the Sportafence ® as a portable outfield fence device during sporting events such as baseball or softball at any level of play (youth leagues, Little Leagues, High School, college, tournaments, etc).

When using the wheel system as intended, the Sportafence ® can be moved in single unit panels or in multiple unit panels; however, the manufacturer recommends no more than a maximum of five panels at a time. Transport is expected to be across reasonably smooth, flat, and level ground without impediments; ground conditions which are consistent with typical smooth and level manicured athletic fields. Please note, the Sportafence ® is not designed to carry the additional weight of any materials, objects, or persons.

### Exclusions

Repairs, replacement, or damages under this warranty may exclude certain conditions for which the manufacturer of the Sportafence ® device will not be held liable or responsible. These certain conditions include but are not limited to the following:

- Moving the Sportafence ® over rough and uneven ground
- Moving the Sportafence ® over undulated surfaces (such as dips, hills, rises, curvatures, etc.)
- Moving the Sportafence ® over curbs, gutters, speed bumps, railings, railroad tracks, or any other similar impediments that would make an otherwise flat surface unsmooth or uneven
- Hitting baseballs or softballs into the fence from a short distance intentionally or unintentionally as in games of "pepper" or using it as a barrier for batting practice or toss up or any such close range activity where a baseball or softball or any other hard object could be directed into the Sportafence ® from the front or the back and thus cause damage to the fabric or frame or any other part of the device.
- Deliberately throwing baseballs, softballs, or any other hard object into the Sportafence ® at close range and with enough force or potential force to dent, damage, bend, disable, or deface. This includes using the Sportafence ® for a backstop when warming up throwing arms or pitching or any other circumstance that could cause a ball to be thrown into the fence intentionally or not except for activity that occurs during the normal course of a baseball or softball game.
- Collisions with the fence with other than a human body during normal playing conditions. The Sportafence ® is designed to withstand the force of a human body running or colliding with it under normal playing conditions. Purposely running into, colliding with, or impacting the fence from the "backside" or non-playing side, climbing on the fence, having multiple persons colliding with, impacting, sitting on, or otherwise inappropriately making contact with the fence.
- Impacts from non-human sources such as but not limited to bats, pipes, clubs, spikes, rocks, stones, wood, lumber, cars, trucks, carts, concrete, lawnmowers, picks, shovels, hammers, blades, cutters, shears, barriers, or any other hard object or objects capable of denting, scratching, bending or damaging the Sportafence ® in any way not otherwise listed whether said object is known to be capable of causing damage or the Sportafence ® or not.
- Damage from vandalism, weather conditions or unforeseen "natural" event or "acts of god" which are beyond the control of the buyer or manufacturer (e.g. Tornadoes, hurricanes, lightening, earthquakes, or any other severe weather-related condition).
- Deployment of windscreens, sponsorship banners, signage or attachment of any other materials not included as part of OEM provided by Sportafence

## Terms on Coverage

Parts guaranteed and covered by this warranty agreement include the Sportafence ® frame, the barrier fabric (typically made of chain link material), the bracing system, the wheel system, the wheels, the connecting rods, the welds, and the nuts and bolts holding the device together.

The manufacturer of the Sportafence ® device will unconditionally replace or repair any of the above for a period of one year from the date of delivery provided said damage was not attributed to said exclusions noted above.

Please note, any attendant or additional charges, fees, taxes, or tariffs (such as shipping fees) may be the responsibility of the buyer or owner, user, or person requesting warranty coverage of the Sportafence ® device. Such charges are not included as a part of this warranty agreement, and the responsible party may be asked to cover such expenses in advance and prior to delivery or repair of the damaged part(s).

After the first year (one calendar year from the date of delivery) the cost of repair and/or replacement of parts will be covered on a prorated basis. For the purposes of this warranty, the costs shall be allocated as follows:

- 2nd year: Manufacturer shall pay for 75% of the eligible retail costs of replacement and/or repair;
- the 3rd year: Manufacturer shall pay 50% of the eligible retail costs of replacement and/or repair
- the 4th year: Manufacturer shall pay 25% of the eligible retail costs of replacement and/or repair

Cost of repair shall be determined by market conditions of materials or labor at the time of damage, and not based on the cost of materials at the time of manufacture as materials for the construction of the Sportafence ® can and do fluctuate depending on various market forces beyond the control of the manufacturer.

## Filing Requirements for Warranty Coverage

Photos and a detailed description of the damage and date of occurrence, and a detailed explanation of the circumstances under which the damage occurred are necessary to determine eligibility of coverage under this warranty.

Information must be submitted to SportaFence Holdings Inc, 11123 Upper 33rd St N, Lake Elmo, MN 55042; 1-888-201-2578