

**GLADIATOR HOOPS LIMITED LIFETIME  
WARRANTY  
POLICY ON REPLACEMENT, PROCEDURES,  
AND RESPONSIBILITIES**

Your purchase includes the following limited warranty which are in lieu of all other express or implied warranties. This warranty is extended only to the initial retail purchaser, and this warranty shall terminate if the original retail purchaser otherwise transfers or sells the Gladiator Hoops product(s). No warranty registration is required. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

**LIMITED LIFETIME WARRANTY FOR  
STRUCTURAL COMPONENTS:**

Subject to proper installation, and normal intended use, and subject to the limitations set forth below, all structural components of Gladiator Hoops basketball systems are warranted to the original retail purchaser to be free of defects in materials and workmanship for the duration of ownership by the original retail purchaser, subject to all limitations set forth herein. Notwithstanding the foregoing, any warranty provided in connection with the structural components of Gladiator Hoops basketball systems specifically exclude the rim. Gladiator Hoops shall have the right to require the purchaser to deliver, at the purchaser's sole cost and expense, the allegedly defective product(s) to Gladiator Hoops for testing, examination, repair, or replacement.

**LIMITED WARRANTY FOR RIMS:**

Subject to proper installation, and normal intended use, and subject to the limitations set forth below, Gladiator Hoops warrants to the original retail purchaser that all rims shall be free from defects in materials and workmanship from the date of purchase as follows: (i) Heavy Duty Dual Spring Rim – Two (2) years; and, (ii) 180 Three-Spring Side Flex Rim – Two (2) years. Gladiator Hoops shall have the right to require the purchaser to deliver, at the purchaser's sole cost and expense, the allegedly defective product(s) to Gladiator Hoops for testing, examination, repair, or replacement.

**LIMITED WARRANTY FOR PADS:**

Subject to proper installation, and normal intended use, and subject to the limitations set forth below, Gladiator Hoops warrants to the original retail purchaser that all padding shall be free from defects in materials and workmanship from the date of purchase as follows: (i) Indoor Backboard Pad – Two (2) years; (ii) Outdoor Backboard Pad – Two (2) years; and, (iii) Pole Pads – Two (2) years.

Gladiator Hoops shall have the right to require the purchaser to deliver, at the purchaser's sole cost and expense, the allegedly defective product(s) to Gladiator Hoops for testing, examination, repair, or replacement.

This warranty shall cover damage or failure that occurs or arises during the normal or intended use of the products or components. For the purposes of this warranty, the normal or intended use of the products or components shall be described as those activities that are necessary or standard in connection with the sport of basketball. Damages caused by or arising from deliberate hanging, multiple player hanging, vandalism, non-basketball related activities, or any other activities that could be regarded as abusive are specifically not covered. Failure due to exceeding height requirements is not covered.

**ITEMS NOT COVERED BY THIS LIMITED  
WARRANTY:**

This warranty shall not apply to any products or components which have been subjected to Acts of God, misuse, abuse, abnormal use, negligence, alteration, accident, improper installation, vandalism, fire, or any other events beyond the control of Gladiator Hoops. Normal deterioration of products due to atmospheric conditions, weather, wear and tear, including but not limited to rusted parts, surface scratches, scuffs, fading, discoloration or cracks, or other causes that do not affect the functional use of the products or components are not covered by any Gladiator Hoops warranties. All warranties are valid only when the products and components are used in the intended application, the sport of basketball, and when they are installed according to Gladiator Hoops' instructions. This warranty may be void if safety and maintenance instructions in the owner's manual are not followed. If you did not receive an owner's manual, please call 651-269-5950 and one will be sent to you.

**WARRANTY CLAIMS:**

Proof of purchase by the original retail purchaser shall be required for all warranty claims. Gladiator Hoops reserves the right to examine photographs, video, and/or other physical evidence of the products or components claimed to be defective, and Gladiator Hoops further reserves the right to recover and examine the actual product or component parts claimed to be defective prior to the authorization of any warranty claims. Gladiator Hoops shall have the right to require the original retail purchaser to deliver at the purchaser's sole cost and expense the allegedly defective product to Gladiator Hoops for testing, determination of coverage, repair, and/or replacement.

All warranty claims must be arranged through Gladiator Hoops. Photographs of the damaged product or components should be taken prior to any repair or clean-up actions, and must clearly show and permit analysis of the damaged product by Gladiator Hoops. The original retail purchaser should then contact Gladiator Hoops to initiate a claim. In response to your claim, you will receive an order confirmation as well as a warranty claim form to be filled out and returned to Gladiator Hoops along with any photograph or video evidence.

Following its receipt of a properly completed warranty claim form and photographic and video evidence, Gladiator Hoops shall provide the original retail purchaser with a notice stating whether or not Gladiator Hoops is requiring that any defective products or components be returned to Gladiator Hoops for further examination or testing. If applicable, a "Return Merchandise Authorization" ("RMA") number will be required prior to shipping any damaged product or components by the original retail purchaser prior to shipping the damaged product or components with all freight prepaid. Any products or components shipped to Gladiator Hoops collect shall be refused.

**Gladiator Hoops is not responsible for any charges for labor to install, remove, or repair defective products or components without Gladiator Hoops' prior authorization. Gladiator Hoops shall have the sole and exclusive right to determine the most economical method to either repair or replace any product or components that are found to be defective and covered by this warranty, and Gladiator Hoops shall have the right to make this determination prior to any work commencing.**

Gladiator Hoops will thereafter notify the original retail purchaser if it determines that the item cannot be claimed under warranty. The sole obligation of Gladiator Hoops, and the exclusive remedy under the applicable warranty is repair or replacement of any product or component part determined by Gladiator Hoops to be defective and covered by the warranty.

### **Questions or Claims**

Phone: 651-269-5950

Email: [info@gladiatorhoops.com](mailto:info@gladiatorhoops.com)

Website: [www.gladiatorhoops.com](http://www.gladiatorhoops.com)

### **DISCLAIMERS:**

**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, BE THEY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL GLADIATOR HOOPS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND.**

**THIS PRODUCT IS INTENDED TO BE USED TO PLAY THE SPORT OF BASKETBALL. ALL SPORTS INVOLVE THE RISK OF INJURY. THE USER OF ANY GLADIATOR HOOPS PRODUCTS OR COMPONENTS ASSUMES ALL RISK OF INJURY RESULTING FROM THE USE OF SAID PRODUCTS OR COMPONENTS. ALL PRODUCTS AND COMPONENTS ARE SOLD ON THIS CONDITION AND NO REPRESENTATIVE OF THE COMPANY MAY WAIVE OR CHANGE THIS POLICY.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES, THE EXCLUSION OR LIMITATION OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. YOU ARE ADVISED TO CONSULT APPLICABLE STATE LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.**

**IF ANY PROVISION OF THIS 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.**