

LIMITED WARRANTY

We at Kinematic Sports, LLC, take pride in offering the best quality sideline evaluation canopies available, and we stand behind everything we make. If you experience any problems with a Kinematic Sports product, the information below will help you with getting it repaired or replaced as quickly as possible.

WHAT IS COVERED?

Kinematic Sports, LLC maker of SidelinER™ products, warrants to the original purchaser that its products are free from defects in material and workmanship, for the term described, except as qualified below. The life of the product is determined from the date of purchase until such time as the product is no longer serviceable due to normal wear and tear.

WHAT IS NOT COVERED?

Kinematic Sports, LLC shall not be responsible for the natural breakdown of materials that occurs inevitably with extended use (e.g., Ultra Violet (UV) light damage on covers and bags, exhausted zippers, abrasion), or defects caused by accident, abuse, alteration, animal attack, storm damage, misuse, improper washing or drying, or improper care. Likewise, Kinematic Sports, LLC will not be responsible for damage caused by wear and tear or, by excessive forces being transferred to the frames due to mishandling, improper storage, or any of the beforementioned causes mentioned.

THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL KINEMATIC SPORTS, LLC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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. Shipping charges to Kinematic Sports for a defective product are not covered.

WHAT KINEMATIC SPORTS, LLC WILL DO

If after inspection we find that a product failed due to a manufacturing or material defect, we will repair or replace the product, at our option, without charge.

HOW TO OBTAIN WARRANTY SERVICE

Return the product, freight prepaid, to the Kinematic Sports Service Center from whom it was purchased; or, contact Kinematic's Customer Satisfaction Department for return authorization: toll free 205-690-1365. Collect shipment or shipments without return authorization cannot be accepted. The product registration card packaged with our product need not be returned for the warranty to be effective and for you to receive warranty service.

REPAIRS

If your Kinematic Sports product needs service or repair due to normal wear and tear, animal attack, accident or some other reason that is not covered under the warranty we will provide the necessary

service for a reasonable charge, plus shipping and handling. We require that products accepted for any repair be properly cleaned according to our recommended care instructions. Please send your product or component that requires repair (e.g., cover or frame), postage prepaid, along with a description of what needs attention. For service and repairs, please contact our Customer Satisfaction Department: Toll free 205-690-1365.

HOW STATE LAW RELATES TO THIS WARRANTY

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

LIMITED LIFE OF THE PRODUCT WARRANTY:

LIMITED ONE YEAR WARRANTY:

Items Covered SidelinER™ Covers and Frames.

Items Not Covered: SidelinER™ Branded Panels and Accessories

LIMITED WARRANTY/LIMITATIONS OF REMEDIES AND LIABILITY

LIMITED WARRANTY. Kinematic Sports, LLC (“Kinematic Sports”), to the original owner (“Owner”), under intended use and maintenance, warrants the enclosed product (“Product”) to be free from defects in materials and workmanship for the life of the Product. No warranty against defects in materials and workmanship will apply if Product is (i) altered in any way, (ii) used for purposes inconsistent with Product’s intended purpose or design, or (iii) improperly maintained. Warranty will furthermore be voided were Owner/User (i) failed to follow Product instructions or warnings or (ii) subjected Product to misuse, abuse, or neglect.

During the warranty period, original Product parts determined by Kinematic Sports to be defective in materials or workmanship will be repaired or replaced as Owner’s sole remedy. Kinematic Sports reserves the right to replace any discontinued product with a new product of comparable value or function. A returned product deemed irreparable becomes the property of Kinematic Sports and will not be returned.

EXCLUDING THE LIMITED WARRANTY PROVIDED ABOVE, KINEMATIC SPORTS, ITS AFFILIATES AND THEIR SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIM ALL WARRANTIES, DUTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST LATENT DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, OR CORRESPONDENCE TO DESCRIPTION.

Warranty Service. To obtain service under this warranty, the warranty-eligible Product must be presented to a Kinematic Sports service center. Warranty service may also be obtained by calling 205-690-1365 [M-F, 9:00-5:00, CST].

Owner is responsible for all costs associated with returning Product to Kinematic Sports for service. Where at its sole discretion Kinematic Sports deems Product eligible for warranty repair or replacement,

Kinematic Sports will pay the shipping and handling associated with returning the repaired or replaced Product to Owner. In instances where Kinematic Sports deems a returned product ineligible for warranty service, Kinematic Sports will if possible, repair product for a reasonable charge that includes return shipping and handling. For warranty return service details, please go to www.kinematicsports.com.

Limitation of Remedies. Should a court of competent jurisdiction find the limited warranty set forth above breached, Kinematic Sports' only obligation will be to, at its option, either repair or replace Product. Should the aforementioned remedy fail of its essential purpose, Kinematic Sports will, in exchange for return of Product, refund to Owner Product's original purchase price. THE FOREGOING REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AGAINST KINEMATIC SPORTS, ITS AFFILIATES AND THEIR SUPPLIERS, REGARDLESS OF LEGAL THEORY.

Limitation of Liability. Kinematic Sport's, its affiliates' and their suppliers' maximum liability is limited to incidental damages not to exceed the original purchase price of the Product. KINEMATIC SPORTS, ITS AFFILIATES AND THEIR SUPPLIERS HEREBY DISCLAIM AND EXCLUDE ANY LIABILITY FOR ANY CONSEQUENTIAL OR OTHER DAMAGES RESULTING FROM ANY REASON WHATSOEVER. THIS EXCLUSION AND LIMITATION APPLIES TO ALL LEGAL THEORIES UNDER WHICH DAMAGES MAY BE SOUGHT, AND WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This limited warranty gives Owner specific legal rights; Owner may have additional rights, which may vary from state to state.

Always completely follow safety, use, operations, and maintenance instructions for this or any other Kinematic Sports product.

European Union customer statutory rights are not affected.

NEED HELP?

Contact Customer Service

205-690-1365

info@kinematicsports.com