

5 YEAR LIMITED WARRANTY FOR ALL SMARTY ROPING TRAINING SYSTEMS

Thank you for your interest in the products and services of Smart Roping, LLC ("Smarty Roping"). This Limited Warranty applies to physical goods, and only for physical goods, purchased from www.SmartyRoping.com, Smart Roping, LLC, Smarty either directly or through an authorized Dealer (the "Physical Goods").

WHAT DOES THIS LIMITED WARRANTY COVER?

This Limited Warranty covers any defects in material or workmanship under normal use during the Warranty Period. During the Warranty Period, Smarty Roping will repair or replace, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

WHAT WILL WE DO TO CORRECT PROBLEMS?

Smarty Roping will repair or replace the Product at no charge, using new or refurbished replacement parts.

HOW LONG DOES THE COVERAGE LAST?

The Warranty Period for Physical Goods purchased from Smarty Roping is 365 days from the date of purchase. A replacement Physical Good or part assumes the remaining warranty of the original Physical Good or 365 days from the date of replacement or repair, whichever is longer.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover any problem that is caused by:

- Conditions, malfunctions or damage not resulting from defects in material or workmanship
- Damages/Conditions/Failures due to neglect or abuse
- Freight charges for repairs and/or replacement parts

WHAT DO YOU HAVE TO DO?

To obtain warranty service, you must first contact us at contact@smartyroping.com to determine the problem and the most appropriate solution for you.

LIMITATION OF LIABILITY:

1. Smarty Roping disclaims any express (except as set forth herein) and implied warranties with respect to the product including, but not limited to, merchantability and fitness for a particular purpose.
2. Smarty Roping makes no warranty as to the design, capability, capacity, or suitability for use of the product.
3. This warranty shall not be interpreted to render us liable for injury or damages of any kind or nature to person or property. Smarty Roping will not be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort liability, or any other legal theory. Such damages include but are not limited to loss of savings or revenue, cost of capital, loss of use of equipment, facilities or services, down time, expense or loss incurred for labor, supplies, substitute machinery, rental, and claims of third parties including customers, and injury to property.

SUPPLEMENTARY:

1. Proper venue for any lawsuits arising from or related to this limited warranty shall be only in Franklin County, Texas.
2. Smarty Roping may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
3. If any provision of this limited warranty violates any applicable law and is held unenforceable, then the invalidity of such provision shall not invalidate any other provisions.
4. Applicable law may provide rights and benefits to purchaser in addition to those herein.