

MANUFACTURER'S LIMITED PRODUCT WARRANTY

AKROBAT® trampolines manufactured by Akrobat d.o.o. are produced in accordance with highest industry standards to offer the best value for the end customer. AKROBAT's commitment to quality is reflected in longer product life and increased safety for the user. AKROBAT® warrants all of its Trampolines (hereinafter referred to as: Products and/or Product Components) and to be free from defects in workmanship and materials, under normal use and conditions, for a period of Limited Product Warranty. AKROBAT® warrants its trampoline frame, jumping mat, safety pad and safety net against material rot for the period of Limited Product Warranty. Under Manufacturer's Limited Warranty AKROBAT® guarantees to the end customer (physical person and owner who has put the Product correctly into operation for the first time) the Functional Capability of Product components of different Product Types over a period of:

Product	Frame	Safety pad	Springs	Jumping mat	Safety net
Orbit Flat	lifetime	3 years	10 years	2 years	2 years
Orbit Inground	lifetime	3 years	10 years	2 years	2 years
Orbit	lifetime	3 years	10 years	2 years	2 years
Orbit Pro	lifetime	3 years	10 years	2 years	2 years
Primus Flat	lifetime	5 years	10 years	2 years	2 years
Primus Inground	lifetime	5 years	10 years	2 years	2 years
Primus Challenger	lifetime	5 years	10 years	2 years	2 years

The period of the Limited Product Warranty starts on the day of the initial purchase of the Product from AKROBAT® or its recognized dealer; insofar the goods were purchased by the dealer less than one year prior to the purchase by the end customer. The warranty will not be extended under any circumstances, even in the event of repair or exchange of products. Ownership of all replaced Product components will pass on to AKROBAT®. AKROBAT® does not give warranty for Products, which have not been paid in full to AKROBAT®:

Parts and Product components not covered by warranty:

- Frame bucking and surface rust,
- Rips, cuts, burn holes, stretched material, pulled threads on jumping mat,
- Set, extended or over stretched springs, surface rust,
- Toggle Loops, elastics, eyelets, magnets, plastic feet, ties, rope, thread or buckles,
- Discolouration of frame pads.

Damage (accidental or otherwise) to the Product or Product Component that does not impact the Product's operation and functions, such as without limitation to cosmetic defects, stains, rust, change in colour; texture or finish, naturally occurring oxidation and defects, wear and tear, and gradual deterioration; as well as damage caused by incorrect use of Products, incorrect storage, inappropriate transport before installation or acts of nature, storm, lightning, high winds, flooding, fire, falling objects or vandalism, animals, abnormal use or abuse as determined by AKROBAT®, is not covered by the warranty.

This warranty also does not apply to:

- Products not installed, maintained or inspected in conformance with AKROBAT installation guidelines
- Products that have had parts added or substituted not in conformance with AKROBAT installation guidelines
- Parts that have been modified, altered or misused
- Parts that have not been used as designed or intended

Transport costs are not covered by the Limited Product Warranty, in particular, but not limited to the return of the Products or Product components to the production facility, the dealer, or to a new delivery of repaired or replacement Products or Product Components. The warranty does not cover any costs related to removal or installation of the Product, as well as other expenditures incurred by the dealer or end customer.

This warranty is valid only if the Product is used for the purpose for which it was designed and installed at a residential, single family dwelling. This warranty is void, if the Product is put to commercial or institutional use.

AKROBAT® guarantees the durability of the Products that it supplies, on the understanding that it guarantees that, on the day when they are actually delivered, these Products met the requirements of normal saleable quality and the specifications mentioned in the Product specification document or contract, if such specifications have been agreed with the end customer.

If during the warranty period the Product loses its Functional Capability under this Limited Warranty due to defects in workmanship or materials, AKROBAT® will at its own discretion, repair the defective Product component, supply replacement Product component or material to repair the component, or compensate the customer with an appropriate residual value of the Product component. Compensation for losses caused by defects in the goods shall never exceed the invoice value of the goods concerned.

This decision is subject to verification of the defect upon delivery of the defective Product Component to: AKROBAT d.o.o., Črmošnjice 5B, 8000 Novo mesto, Slovenia or its dealer. Any Product Component(s) returned to AKROBAT® must include Warranty card with serial number of the Product, including the date of purchase and copy of receipt.

Complaints about visible defects or deficiencies in the goods must be made within one week of delivery, or any claim made by the purchaser against AKROBAT® shall be deemed invalid.

Complaints about latent defects must be made by the purchaser to AKROBAT® within one week of their discovery or of when they could reasonably have been discovered, but in any case within two months of delivery. Otherwise, such claims shall be deemed invalid.

Any claim against AKROBAT® shall lapse after the mere passage of one year after the claim arises.

This warranty is non-transferable and does not extend to the owners of the Product subsequent to the original purchaser.

AKROBAT® is not liable for damage caused by an unlawful act by it and/or one or more of its employees for which AKROBAT® could be held liable, unless this loss is caused by wilful action or gross negligence by AKROBAT® and/or its employees. The end customer cannot hold AKROBAT® liable for any claims by third parties for the compensation of any loss sustained by said third parties due to the use of the goods by the end customer and/or its employees or by third parties; In the event of defects AKROBAT® cannot be held liable in any way for losses or consequences of shortcomings in the fulfilment of its obligations towards the end customer, including the obligation to deliver the goods, sustained by the end customer and/or its employees.

AKROBAT® declines any liability for loss of profits, consequential and/or indirect losses.

AKROBAT® disclaims all other representations and warranties of any kind, express, implied, statutory or otherwise, including the implied warranties of merchantability and fitness for a particular purpose. AKROBAT® will not be liable for any incidental or consequential damages.

The Limited Product Warranty, including without limitation the rights and responsibilities granted hereunder, shall be governed and construed in accordance with the laws of the Republic of Slovenia, excluding United Nations Convention on Contracts for International Sale of Goods as well as conflict of law rules on International Private Law.

Any defence used by AKROBAT® to decline its liability under the contract entered into with the customer can also be invoked by the employees of AKROBAT® against the end customer as if these employees were themselves party to the contract.

If a court or other body of competent jurisdiction holds any provision of the Limited Product Warranty unenforceable or illegal, such provisions shall be modified to the minimum extent required for the rest of the Limited Product Warranty to continue in full force and effect.

AKROBAT® reserves the right to adjust the Limited Product Warranty at any time. However, any Product purchases which have been concluded prior to the modification, remain unaffected. The most recent version of Limited Product Warranty is published on www.akrobat.com website.

For further information, please contact our Customer Service Department at: +386 730 800 60 or info@akrobat.com.

US Sales Please contact our Customer Service Department at: 855-946-828 or email us at: akrobatusa@gmail.com