

ProBatter Warranty

ProBatter Sports, LLC (the "Company") hereby warrants that its product (the "Product") shall be free from defects in design, workmanship and material (the "Warranty") for a period of one (1) year from the date of installation by the Company (the "Warranty Period"). This Warranty shall extend only to original purchasers of the Product (the "Purchaser") and shall exclude the effects of normal wear and tear as well as defects due to improper application, handling, storage, re-installation, maintenance, connection to improper voltage supply use or misuse or abuse or where the Purchaser has failed to comply with the Company's instructions, recommendations, and precautionary statements. This Warranty does not apply to the projector or projector accessories or bulb (although the Company shall pass on to the Purchaser any manufacturer warranty on such products), projector screens, wheel coatings, or to consumables (such as fuses, batteries, bulbs, etc.) or to any repairs, assembly, changes or modifications done on or to the Product by parties (including the Purchaser) other than the Company or its authorized representatives. This Warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of the Product, or to any part of the Product or to any new or refurbished Product (unless otherwise provided) or to any Product that is sold AS IS or WITH ALL FAULTS. It is valid only in the United States. The use of replacement parts, components, products or services not provided by the Company may, in the sole discretion of the Company, void this Warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCE SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF TIME, POTENTIAL REVENUE, AND/OR PROFITS, PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE USE OR OPERATION OF THE PRODUCT.

If, within the Warranty Period, the Product does not comply with the above Warranty and Purchaser notifies the Company of such noncompliance prior to the end of such Warranty Period, Purchaser may ship such Product back to the Company at the Purchaser's expense. Alternatively, the Company may dispatch an authorized service representative to Purchaser's facility for inspection and repair. The Company shall, at its option, promptly repair or replace the Product. The Company shall pay the costs of any such repair or replacement, including transportation costs incurred returning the repaired or replaced Product to Purchaser unless (i) the Product is not defective, in which case the Purchaser shall pay the Company's reasonable costs of inspection and all transportation charges, and/or (ii) the Product is defective due to any of the above exclusions to the Warranty, in which case the Purchaser shall pay all costs of repair or replacement and transportation.

Whenever practical, the Company will provide repair services for repairs not covered by the foregoing Warranty. Upon authorized return to the Company's designated facility or dispatching of a service representative to Purchaser's facility, the Company shall repair the Product at the Purchaser's expense, on a time and materials basis at the Company's then current prices for parts and rates for service. In cases where the Product cannot be successfully repaired, the Purchaser, at its option, may either replace the returned Product by purchasing a new Product from the Company at then current prices or reimburse the Company for its valid repair efforts and costs on the returned Product. All repairs are warranted by the Company for the remainder of the original warranty period or ninety (90) days, whichever is longer.