

## **LIMITED WARRANTY ON VIKING® BALLS**

**WE STRIVE TO ENSURE THE HIGH QUALITY OF VIKING® BALLS (THE “PRODUCT”) THAT WE SELL TO YOU. WE WARRANT THAT THE PRODUCT WILL BE FREE FROM SIGNIFICANT DEFECTS IN MATERIALS AND WORKMANSHIP EVIDENT AT THE TIME OF PURCHASE AND WHEN THE PRODUCT IS IN A NEW AND UNUSED CONDITION. OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT, AS DESCRIBED BELOW IN THIS LIMITED WARRANTY.**

### **WHO MAY USE THIS WARRANTY?**

Viking Sports, LLC, with a mailing address of 2111 South 67<sup>th</sup> Street, Suite 400, Omaha, NE 68106 (“we”) extends this limited warranty only to the consumer who originally purchased the product (“you”) from one of our Authorized Dealers. It does not extend to any subsequent owner or other transferee of the product.

We only offer VIKING® products through our authorized dealers (“Authorized Dealers”). Certain websites and dealers which sell VIKING® products, however, may claim to be but are not Authorized Dealers. This limited warranty does not extend to VIKING® products sold by any unauthorized dealers. Before purchasing a VIKING® product we recommend that you confirm that you are purchasing the VIKING® product from an Authorized Dealer.

To confirm whether a dealer is a VIKING® Authorized Dealer, please contact us at the following toll-free number: (844) 775-6637, option 2.

### **WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers significant defects in materials and workmanship evident at the time of purchase and when the product is in a new and unused condition, subject to the terms of this limited warranty and as long as the process to obtain warranty service described below is followed during the Warranty Period. In order for this limited warranty to be valid, the product must be in a new and unused condition.

### **WHAT DOES THIS WARRANTY NOT COVER?**

The product has a limited useful life even during normal use. As a result, this limited warranty does not cover any damage due to any use of the product. For this limited warranty to be available, the product must be in a new and unused condition. Further, this limited warranty does not cover any damage due to normal wear and tear, negligence, storage, transportation, modifications, or external causes such as accidents, abuse, or other actions or events beyond our reasonable control. There may be minor variances in the product’s finish and color that are due to the manufacturing process. These variances are normal and expected, and this limited warranty does not cover such variances.

## **WHAT IS THE PERIOD OF COVERAGE?**

This limited warranty starts on the date the product was purchased by you from our Authorized Dealer and lasts for thirty (30) days (the “Warranty Period”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

## **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either repair or replace such product free of charge. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

## **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, during the Warranty Period you must return (i) the defective product, (ii) the original receipt for the defective product, and (iii) the original proof of purchase for the defective product to the Authorized Dealer who sold you the VIKING® product. Please contact us at (844) 775-6637, option 2, for the contact information for your VIKING® Authorized Dealer. No warranty service will be provided unless you return the above items to the Authorized Dealer who sold you the defective product and the Authorized Dealer actually receives such items. Upon receipt of such items, your Authorized Dealer will then provide you with details regarding the warranty service process. You are solely responsible for the cost of mailing or shipping, and you are responsible for proving that the Authorized Dealer received such items. If you mail such items to the Authorized Dealer, also include your name, return address, telephone number, and a brief description of the issue with the above items. You may contact us at (844) 775-6637, option 2, if you have any questions regarding the warranty service process.

All warranty service must go through the Authorized Dealer who sold you the defective product. No warranty service will be provided with respect to any defective products mailed to us, and we will not return any such defective products or related items to you.

## **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

**EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, VIKING SPORTS, LLC MAKES NO OTHER EXPRESS WARRANTY WHATSOEVER WITH RESPECT TO VIKING® PRODUCTS. VIKING SPORTS, LLC LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF APPLICABLE LAW REQUIRES A MINIMUM**

**WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THIS LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR VIKING® PRODUCTS SHALL BE CONFORMED TO SUCH APPLICABLE MINIMUM PERIOD.**

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL VIKING SPORTS, LLC BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE PRODUCT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE ENTIRE AGGREGATE LIABILITY OF VIKING SPORTS, LLC SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT GIVING RISE TO LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

This limited warranty shall be governed and interpreted by the laws of the State of Nebraska.

This limited warranty is intended as the final expression of the agreement between Viking Sports, LLC and you with respect to warranties for the product. No person, agent, distributor, dealer, service station, or company is authorized to change, modify, or extend the terms of this limited warranty in any manner whatsoever. The Authorized Dealer's salespeople may have made oral statements about the products described in this limited warranty. These statements are not warranties, should not be relied on by you, and are not part of the contract for sale or this limited warranty. The entire limited warranty is in this writing. This writing is a complete and exclusive statement of the terms of any warranties offered by Viking Sports, LLC for the products. Keep this limited warranty, the original receipt showing purchase of the product, and the original proof of purchase for the product for your records.