

## LOBSTER BALL MACHINE PRODUCT WARRANTY

### LIMITED WARRANTY

Lobster Sports warrants to the original purchaser of Lobster Sports ball machine (the "Product") that the Product will be free of defects in materials and workmanship under normal use for a period of two years from the date of purchase, except for the battery and server wheels, which are warranted for six months. Chargers, accessories, demonstration models, and reconditioned machines shall have a one year warranty. (Each respective warranty period hereinafter referred to as "Warranty Period").

Unless otherwise prohibited by law, this Limited Warranty is void unless the purchaser completes and returns the attached warranty response form to Lobster Sports within 30 days of purchase of the Product.

### REMEDIES

If such a defect arises and a return authorization request is received by Lobster Sports within the applicable Warranty Period, Lobster Sports will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) replace the Product with a new or refurbished Product. In the event of such a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply. This Limited Warranty is valid only in the jurisdiction where the Products are sold by Lobster Sports itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original Warranty Period or 30 days, whichever is longer, or for any additional period of time that may be required by applicable law. Lobster Sports reserves the right to authorize warranty service or repairs to be done by others

### HOW TO OBTAIN WARRANTY SERVICE

To make a warranty claim, the purchaser must request a return authorization by contacting Lobster Sports by calling 1-800-526-4041. As may be required by applicable law, Lobster Sports may require you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. The purchaser is responsible for all costs of returning the Product to Lobster Sports, including, but not limited to, the cost of packaging, shipping and applicable taxes. If Lobster Sports determines that any returned Product is not defective, within the terms of this warranty, the purchaser shall pay Lobster Sports all costs of handling and return shipping.

### EXCLUSIONS AND LIMITATIONS

Lobster Sports does not warrant that the operation of the Product will be uninterrupted or error-free. This Limited Warranty applies only to the original purchaser of the Product that was purchased from an authorized reseller or sales channel and manufactured by or for Lobster Sports that can be identified by an authorized "Lobster" trademark, trade name, or logo affixed to it. Without limiting the foregoing, the Limited Warranty does not apply to any (a) Lobster Sports products and services other than the Products, (b) non-Lobster Sports products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or Lobster Sports reasonably believes to be, stolen, (d) Product with altered or removed logos and/or brand markings, (e) consumables (such as batteries), or (f) software, even if packaged or sold with the Product or embedded in

the Product. This Limited Warranty does not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by Lobster Sports, nor does it apply to any cosmetic damage such as scratches and dents. In addition, this Limited Warranty does not apply to damage or defects caused by (a) accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes; (b) normal wear and tear or aging of the Product such as discoloration; (c) repairs that have been made or attempted by you or others without authorization; or (d) operating the Product (i) outside the permitted or intended uses described by Lobster Sports, (ii) not in accordance with instructions provided by Lobster Sports, or (iii) with improper voltage or power supply. No Lobster Sports reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term contained herein is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### IMPLIED WARRANTIES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty, so the above limitation may not apply to you.

#### LIMITATION OF DAMAGES

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, LOBSTER SPORTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION OR UNDER ANY OTHER LEGAL THEORY, EVEN IF LOBSTER SPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### GOVERNING LAW

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

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