

LIMITED MAX LIFE PIN MANUFACTURER'S WARRANTY

IF YOU OPEN THIS PACKAGE YOU ARE BOUND BY THE TERMS OF THIS WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS WARRANTY THEN RETURN THE PRODUCT, UNUSED, WITHIN 14 DAYS OF PURCHASE FOR A FULL REFUND.

MANUFACTURER: As used in this Limited Max Life Pin Manufacturer's Warranty, the term "Manufacturer" shall mean the manufacturer(s) of the Max Life Synthetic Bowling Pins ("Pins").

INCOMING GOODS INSPECTION AND WARRANTY PERIOD ("Warranty"): Immediately upon delivery, the Purchaser is obliged to inspect the Pins for identity, quantity, transport damages and obvious defects. **Provided that the Pins are subject to ordinary use and service by the Purchaser, Pins are warranted against manufacturing defects as specified herein for a period of up to twenty four (24) months from the date of delivery to the Purchaser.** Any Pins reworked under the terms of this Warranty are only warranted for the remainder of the Warranty period.

CLAIMS MANAGEMENT: All claims under the Warranty granted herein must be made in writing, must be emailed to the email address of the authorized Brunswick Max Life distributor, who the product was bought from, or to Brunswick's email address at the bottom of this Warranty, together with the appropriate sales invoice, and must be received by the authorized Brunswick Max Life distributor or Brunswick immediately after delivery or detection of a hidden defect.

In the event of a claim, Brunswick and/or Manufacturer may elect to inspect the Pins or require the same to be sent PREPAID by the Purchaser to the appropriate authorized local distributor, or to another location as may be advised in writing by Brunswick and/or Manufacturer to the Purchaser, in order for Brunswick and/or Manufacturer, as relevant, to determine, in its/their reasonable discretion, whether this Warranty applies.

Brunswick's and Manufacturer's sole liability and the Purchaser's exclusive remedy under this Warranty or otherwise shall be limited, in Brunswick's and Manufacturer's sole discretion, to either (1) rework of the defective Pins, (2) replacement of the defective Pins with Pins not greater in lineage or in age, based on usage, than the Pins to which such claim is made, or (3) replacement of the defective Pins with new Pins.

FURTHER LIMITATIONS TO LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, BRUNSWICK OR MANUFACTURER SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS, DOWNTIME, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT BY AND/OR AGAINST THE PURCHASER, EVEN IF BRUNSWICK OR MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS WARRANTY HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

The Warranty granted herein shall not include: (1) Pins for which the appropriate sales invoice by an authorized Brunswick Max Life distributor or Brunswick cannot be provided through the Purchaser; (2) Pins whose sales invoice does not contain the appropriate Max Life Pin part numbers; (3) Pins sold or resold by someone other than authorized Brunswick Max Life distributors or Brunswick; (4) Pins which are provided free of charge or at a highly reduced price for promotional purposes; (5) used Pins; (6) out of range and sliding Pins; (7) damages to the Pins caused by normal wear and tear; (8) any and all cosmetic damages to the Pins; (9) functional problems of the Pins or breakage and other damage to the Pins caused by pinsetters, pinspotters or other related equipment; (10) damages to the Pins caused by the failure of any third party product or component; (11) damages to the Pins caused by belt burns; (12) damages caused by the abuse or misuse of the Pins; (13) Pins that have been altered, modified or repaired by the Purchaser or another person/entity without Brunswick's and Manufacturer's written authorization; (14) Pins which have not been paid for in full pursuant to the payment terms of the authorized Brunswick Max Life distributors or Brunswick and (15) test Pins.

Bowling Pins' maintenance and machine modifications are the responsibility of the Purchaser.

NO WARRANTIES AND REPRESENTATIONS: EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, BRUNSWICK AND MANUFACTURER MAKE NO PROMISES, WARRANTIES, OR REPRESENTATIONS AS TO THE PINS. BRUNSWICK AND MANUFACTURER DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PINS, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

CHOICE OF LAW: This Warranty and its terms and provisions shall be construed in accordance with, and governed by, the laws of Germany. Purchaser, authorized Brunswick Max Life distributor, Brunswick and Manufacturer hereby submit and consent to the jurisdiction of the courts of Hanover, Germany in any dispute arising out of this Warranty and its terms and provisions. However, in the event of a dispute, Brunswick and Manufacturer shall in all cases also be entitled to bring an action at the general place of jurisdiction of the Purchaser. Overriding legal regulations, especially regarding exclusive competences, remain unaffected.

SEVERABILITY: All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, then this Warranty and its terms and provisions shall be interpreted as if such invalid agreements or covenants were not contained herein.

ENTIRE AGREEMENT: This Warranty and its terms and provisions constitute the complete and exclusive statement of Brunswick's and Manufacturer's obligations and responsibilities to Purchaser relating to the subject matter hereof, and supersedes any other proposal, representation, or other communication by or on behalf of Brunswick or Manufacturer, whether written or oral, relating to the subject matter hereof. Unless otherwise stated in writing and signed by Brunswick and Manufacturer, THE TERMS OF THIS WARRANTY SHALL PREVAIL NONWITHSTANDING ANY REVISIONS OF THE WARRANTY OR ANY OTHER TERM ON ANY PURCHASE ORDER BY PURCHASER.

BRUNSWICK BOWLING PRODUCTS, LLC.

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