

# **Slinger® Launcher, Oscillator, Telescopic Ball Collector Tube and Cell Phone Holder Limited Warranty**

Slinger® Bag Americas Inc. (“Slinger Bag”) extends the following limited warranty, which applies only to regular use of the Slinger Launcher (as described in more detail below) for the purposes of practicing or teaching Tennis (the “Limited Warranty”). Any other use of the Slinger Launcher shall void this Limited Warranty.

During the applicable Limited Warranty periods described below, the covered components of the Slinger Launcher will be free of defects or malfunctions during normal use. Certain exclusions apply, as further described in this Limited Warranty.

The Limited Warranty applies for the following components of the Slinger Launcher only and for the time period indicated:

## **Slinger Trolley Bag including all zippers – 12 Months.**

Slinger Bag warrants the Slinger Trolley Bag, including the trolley handle, trolley wheels, trolley bag material and all zippers (but excluding zipper pullers) against defects in workmanship and materials for a period of 12 months from the date of original delivery.

## **Slinger Launcher Components – 12 Months.**

Slinger Bag warrants the components and all original parts of the Slinger Launcher other than tennis balls, including its motors, feeder tray, fly wheel, metal shute, firing mechanism, control panel, elevation knob, phone charger cable and Lithium Ion Battery against defects in workmanship and materials for a period of 12 months from the date of original delivery.

## **Slinger Oscillator Components – 12 Months.**

Slinger Bag warrants the Slinger Oscillator, including outer plastic casing, internal motor and external connector cable against defects in workmanship and materials for a period of 12 months from the date of original delivery.

## **Slinger Telescopic Ball Collector Tube Components – 12 Months.**

Slinger Bag warrants the Slinger telescopic Ball Collector Tube, including all plastic casing and parts, against defects in workmanship and materials for a period of 12 months from the date of original delivery.

## **Slinger Cell phone Holder Components – 12 Months.**

Slinger Bag warrants the Slinger Cell Phone Holder, including outer plastic casing, and expandable phone holder clip against defects in workmanship and materials for a period of 12 months from the date of original delivery.

**Note: Tennis balls, of any kind, are not included under any provisions of this Limited Warranty.**

It is important that you maintain your Slinger Launcher through regular inspections and maintenance, as described in the Slinger Bag User Guide that came with your Slinger Launcher.

**Note: Please ensure that any inspection or maintenance is always carried out only when the motor is switched to the OFF position.**

Notwithstanding anything to the contrary herein or for the avoidance of doubt, it is agreed that the Limited Warranty applies only against defects discovered within the applicable Limited Warranty period and only so long as the Slinger Launcher remains in the possession of the original purchaser.

### **Other Exclusions and Limitations**

#### **Who is covered?**

- The original owner of the Slinger Launcher, Oscillator, Collector Tube and Cell Phone Holder. The Slinger Launcher, Oscillator, Collector Tube and Cell Phone Holder must remain in the possession of the original purchaser for the warranty to remain valid. This Limited Warranty is not transferable.

#### **What is covered?**

- If a defect arises in the Slinger Launcher, Oscillator, Collector Tube or Cell Phone Holder or any warranted component within the applicable Limited Warranty period, the purchaser's sole and exclusive remedy is for Slinger Bag to, at Slinger Bag's discretion to the extent permitted by law, either replace or repair the defective or malfunctioning Slinger Launcher, Oscillator, Collector Tube or Cell Phone or component with the same or a comparable model.
- Any replacement or repaired component shall be warranted for the remainder of the original Limited Warranty period or 30 days, whichever is longer, or for any additional period that is required by applicable law.

#### **What is NOT covered?**

- Normal wear and tear
- Cosmetic damage (i.e., minor scratches, surface deformations or discoloration) including natural fading of colors
- Damage caused by exposure to inclement weather
- Damage caused by rips, cuts and tears
- Products treated with steaming devices or other heat treatments
- Products with removed or defaced holograms or date codes
- Products purchased from unauthorized dealers (including, without limitation, products purchased through (i) auction sites such as E-Bay or craigslist, (ii) unauthorized dealers selling via third party marketplaces such as amazon marketplace, or (iii) dealers selling altered, doctored or counterfeit products)
- Counterfeit products
- Products purchased "used", "as-is", "without warranty";

- Any other Slinger Bag products or services, non-Slinger Bag products, units that are, or that Slinger Bag reasonably believes to be, stolen, counterfeit, or purchased from an unauthorized distributor or reseller, units purchased outside of the user's main market and units missing their serial number.
- Damage or equipment failure due to normal wear and tear, improper or negligent use, maintenance, or attempted repair (other than that caused by a Slinger Bag authorized service technician), use of the Slinger Launcher, Oscillator, Collector Tube or Cell Phone with parts or accessories from third parties, or with parts or accessories not originally intended for or compatible with the Slinger Launcher, Oscillator, Collector Tube or Cell Phone or any use contrary to the instructions in the Slinger Bag User Guide.
- Damage or equipment failure due to accident, abuse, improper or abnormal use, neglect, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, fire, flood, wind, lightning, freezing or other natural disasters or acts of God of any kind, electrical wiring, power reduction, power fluctuation or power failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects, or modifications that are unauthorized or not recommended by Slinger Bag.
- Incidental or consequential damages. Slinger Bag is not responsible or liable for indirect, special, incidental or consequential damages, economic loss, loss of property or profits, loss of enjoyment or use, or other consequential damages of any nature whatsoever in connection with the purchase, use, repair or maintenance of equipment or parts. Slinger Bag does not provide monetary or other compensation for any such repairs or replacement parts costs, including but not limited to club membership fees, work time lost, cost of substitute equipment, diagnostic visits, maintenance visits or transportation.
- Any attempt to repair Slinger Bag equipment creates a risk of injury and property damage. Slinger Bag is not responsible or liable for any damage or injury incurred during, or as a result of, any repair or attempted repair of equipment by anyone other than a Slinger Bag authorized service technician. All repairs attempted by you or your agents are undertaken AT YOUR OWN RISK and Slinger Bag will have no liability for any injury to persons or property arising from such attempted moves or repairs.
- Where permitted by law, replacement units, parts and electronic components reconditioned to as-new condition by Slinger Bag or its vendors may sometimes be supplied as warranty replacement and constitute fulfilment of warranty terms.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY SLINGER BAG AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN SUCH EVENT, SUCH WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIODS SET FORTH ABOVE. THIS EXCLUSION APPLIES EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSES AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF

CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR UNDER ANY OTHER LEGAL THEORY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

### **How do I obtain an Extended Warranty Period of 3 (Three) years?**

- To be eligible for an extended service under this Limited Warranty you must provide Slinger Bag with the serial number of your Slinger Launcher and proof of purchase indicating the date purchased by registering for your extended 3 (three) year warranty at [www.slingerbag.com/warranty](http://www.slingerbag.com/warranty)
- Any claims under this policy made must be made within the specified warranty period.

### **How do I make a warranty claim?**

Please contact Slinger Warranty Support at [www.slingerbag.com/support](http://www.slingerbag.com/support)

### **How long do I have to make a warranty claim?**

Any warranty claim must be made within 12 months of the date of the original delivery of the Slinger product in respect of which you are making a claim.

### **What if I have questions or concerns?**

- You may direct any questions or concerns to [www.slingerbag.com/support](http://www.slingerbag.com/support)

### **Attention: Disputes in respect of Limited Warranty Claims**

- Any disputes between you and Slinger Bag related to this Limited Warranty or the Slinger Launcher will be governed by the then-current dispute resolution procedures in Slinger Bag Terms of Service, available at [www.slingerbag/termsofservice](http://www.slingerbag/termsofservice).

### **THIRD PARTY CERTIFICATIONS**

Any mark, graphic or sticker applied to any Slinger Bag product indicating that such product is certified or compliant with the standard of a particular third party governing body (i.e., RoHS or CB) shall only represent that the product was so certified at the time of its manufacture and not at any later time. Slinger Bag is under no obligation to re-certify or regain compliance with any standard of any third-party at any time.