

SLEDGEBATS WARRANTY

Congratulations on the purchase of your new SLEDGEBATS!

Your Sledgebat has been inspected prior to shipping to you. If at any time during its use, you find a crack in the welding, discontinue its use and notify us immediately. This is a high quality batting tool, designed to hit balls only. Daily inspection is your responsibility.

Sledgebats is offering a limited one (1) year; one-time non-transferrable* warranty on our training products. This product is warranted to be free of manufacturing and material defects for a period of one (1) year from the **original** date of purchase. **Your original proof of purchase is kept on file by Sledgebats. A copy of your original order is included and inside your shipping box. This must be presented to obtain warranty service.** This limited warranty only covers any possible cracking or separation (ball from bat barrel or handle) of all the welding, which may occur during normal practice usage. The painted finish and bat grips are not under warranty. This warranty is void if the bat is abused or altered in any way or you are not the original purchaser.

To avoid fraudulent claims, you **must be able to provide a valid proof of purchase**, that is a **copy** of your: receipt, order number, credit card statement; credit card slip; or cancelled check, showing bank cancellation markings.

In addition to your proof of purchase, **please submit the following information by email** to info@sledgebats.com

1. Name, contact number, email, and *complete mailing address*;
2. Order number and purchase date.
3. Photos of your broken Sledgebat along with description of the damage.
4. Copy of your Sledgebat order form.

Upon review of your claim, you will be contacted for verification and may be asked to return your damaged bat to us for further inspection. Any product that has been deemed altered, modified or abused will not be repaired or returned. If your warranty is approved, you will be notified by email and a replacement bat (same model and colors) will be sent to your indicated address.

Warranty Limitation and Exclusion. It is hereby agreed that the liability of Sledgebats shall be limited to the repair or replacement of the nonconforming product as provided above. Use of baseball bats is inherently dangerous and Sledgebats and its employees, officers, directors and suppliers shall not be liable for any other damages, direct, indirect or consequential. Sledgebats will have no liability whatsoever if the product has been subjected to any abuse, misuse, negligence or accident on the part of Purchaser.

Disclaimer of Unstated Warranties: THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND EXCEPT TO THE EXTENT PROVIDED ABOVE, ALL BATS AND PRODUCTS ARE PROVIDED "AS IS" WITH ALL FAULTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Limitation of Liability: IT IS UNDERSTOOD AND AGREED THAT SLEDGEBATS LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SLEDGEBATS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THIS PRODUCT IS A CONSIDERATION IN LIMITING SLEDGEBATS LIABILITY.

Fraudulent Claims: Making a false or fraudulent claim is illegal. This includes altering or creating a counterfeit sales receipt to make an out-of-warranty product appear to be in-warranty and/or making a claim under a fictitious name or address or under any name or address not your own. Submitting such documentation to Sledgebats for replacement is a violation of state and federal laws. Sledgebats will retain any bat returned under a fraudulent claim and such conduct will be referred to the appropriate law enforcement agencies for further investigation under the U.S. Mail Fraud Statutes. (18 USC, Citation 1341 and 1342)

*Sledgebats warranty obligation is to the original owner and is non-transferable. Sledgebats does not accept any receipts other than the original we sent you. Your receipt must be from an authorized Sledgebats dealer to receive warranty services.