

## **PRODUCT LIMITED WARRANTY**

This limited warranty gives you specific legal rights, and you may have other rights that vary from state to state (or by country, province or other jurisdiction). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products. In such jurisdictions, some exclusions or limitations contained in this Warranty may not apply to you. You are advised to consult applicable laws for a full determination of your rights.

### **WHAT DOES THE WARRANTY COVER?**

Warranty Scope. BAL.ON, ("BAL.ON", "we" or "our") warrants to the original purchaser that the BAL.ON smart kit purchased directly from BAL.ON or from a BAL.ON Golf authorized reseller (the "Product") shall be free from defects in material and workmanship under normal conditions of use (the "Warranty") during the Warranty Period. The warranty does not extend to any subsequent owner of the Product. The term "you" (and "yours") means you, individually, or (if you are acting on behalf of your company or another organization) the entity you represent. Your use of the Product constitutes acceptance of the terms of the Warranty as set forth herein. If you are unwilling to accept the terms of the Warranty, you must return the Product to BAL.ON or the BAL.ON authorized reseller where you purchased the Product within five (5) days of purchase. Warranty Period. The "Warranty Period" is one (1) year from the date of purchase of the BAL.ON smart kit.

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

The Warranty does not cover normal cosmetic and mechanical wear, water damage, user-caused mechanical or other damage, damage to the Product occurring during your shipping or transportation, or any other damage that occurs after you receive the Product. Furthermore, the Warranty shall apply only if: (i) the Product has been properly used at all times in accordance in all material respects with the Product's intended use; (ii) no modification, alteration or addition has been made to the Product; (iii) the Product has not been disassembled in whole or in part by persons other than BAL.ON or BAL.ON's authorized representative; and (iv) the Product has not been subject to misuse, neglect or unusual physical stress

### **HOW DO YOU MAKE A WARRANTY CLAIM?**

Making a Claim. If, during the applicable Warranty Period, a Product does not perform as warranted, you should contact BAL.ON's Customer Service at [contact@bal-on.golf](mailto:contact@bal-on.golf) or visit our website for the latest phone number [www.bal-on.golf](http://www.bal-on.golf), to obtain a Return Authorization Number (an "RA Number"). Packing and Shipping. You are responsible for properly packaging and shipping the defective Product to BAL.ON at the address listed below and paying all insurance and shipping charges, taxes, duties and any other costs of returning the Product to BAL.ON.

All shipping documents accompanying defective Product must clearly state the RA Number and be marked: „Returned to BAL.ON for Warranty Inspection.“ ou must also include a copy of your original purchase receipt and a letter with your name, address, telephone number, email address (if any) and a description of the problem you are having with your Product in sufficient detail that we can reproduce the problem.

For Product Warranty claims, after you have obtained an RA Number return the Product to:

**BAL.ON**  
**Attn: Warranty Returns**  
**BAL.ON**  
**65465 State Road 931**  
**Lakeville, IN 46536**

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

If all of the following are true: (i) BAL.ON determines that the Product is defective or, if applicable, the smart pod has failed; (ii) the Product and the defect are covered by the Warranty; (iii) you contact BAL.ON for an RA Number no later than five (5) calendar days after the end of the applicable Warranty Period; and (iv) you ship the Product to BAL.ON no later than thirty (30) calendar days after the end of the Warranty Period; then BAL.ON, at its sole discretion, may repair or replace the Product, or may refund the purchase price to you. Replacement Products, parts and materials may either be new or reconditioned, at BAL.ON's discretion. Products repaired or replaced under this Warranty are warranted as set forth herein for either ninety (90) days from the date of shipment by BAL.ON or the remainder of the original Warranty Period, whichever provides longer coverage. Upon completion of Warranty service, BAL.ON will package and ship the Product to you at BAL.ON's expense. All Products, parts and materials replaced under this Warranty will become the property of BAL.ON.

**THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTY. WHAT LIMITATIONS AND DISCLAIMERS APPLY TO THIS WARRANTY? ALL WARRANTIES IMPLIED BY STATE LAW INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY TERM FOR THE PRODUCT.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND IN NO EVENT SHALL BAL.ON BE LIABLE FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT BAL.ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL BAL.ON'S LIABILITY TO YOU FOR ANY CLAIM RELATED TO A PRODUCT OR YOUR USE OF THE PRODUCT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.**

