

## IPG Global Marketing, LLC Limited Warranty

Subject to the terms and conditions set forth herein, IPG Global Marketing, LLC ("IPG") provides this Limited Warranty only to the person or entity ("Original Purchaser") that originally purchased the product from IPG or its authorized reseller or distributor, and only for products purchased and delivered within the United States.

This Limited Warranty becomes effective the date of original purchase. The original sales receipt validates and initiates the enforcement of the 30 day Limited Warranty.

- 1. Limited Warranty: IPG warrants that the product(s) shall be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the Product, for the period set forth in Section 2 below ("Warranty Period"), except as otherwise stated herein. The Original Purchaser's sole and exclusive remedy and the entire liability of IPG under this Limited Warranty will be, at IPG's option, to either furnish replacement parts for the Product or to furnish a new comparable Product during the Warranty Period at no charge to the Original Purchaser.
- 2. Warranty Period: Any items included in original game packaging, or purchased separately/individually.

  Product: 30 days (board frames, board tops, bags). Accessories: 30 days (scoring systems, lights, etc.). Apparel: As indicated by respective care & use instructions (T-shirts, hats, shirts).
- 3. Replacement Parts and Products: IPG may, at its option, replace any defective Product, part or component thereof with any new or reconditioned product or part that IPG reasonably determines is substantially equivalent or superior in all material respects to the defective Product or part.

  Replacement products and parts will be warranted for the remainder of the Warranty Period or 30 days, whichever is longer, and subject to the same limitations and exclusions set forth in this Limited Warranty. All Products and parts replaced by IPG shall become the property of IPG upon replacement.
- 4. Exclusions: This Limited Warranty does not cover:
  - 4.1 Installation, removal, packaging, or shipping costs;
- 4.2 Products that, in IPG's judgment, have been subjected to abuse, alteration, modification, tampering, negligence, misuse, mishandling, damage caused by others, faulty installation, lack of reasonable care, accident, or other external causes, including but not limited to earthquake, fire, flood, weather, condensation, or other acts of nature:
  - 4.3 Products whose graphics have been altered, tampered with, defaced or removed;
  - 4.4 Products that have been used other than prescribed by instruction manual;
  - 4.5 Products that have been subject to improper or incorrectly performed maintenance;
- 4.6 Slight expansion and contraction of wood products, such as (but not limited too) the board top, frame, and legs due to changes in temperature and humidity are not defects; or
- 4.7 Products that have been purchased through an inventory clearance or liquidation sale, or other sale in which IPG, the seller, or the liquidator expressly disclaims its warranty obligation pertaining to such Product.
- 4.8 Products that have been stood on, sat on, knelt on, leaned on, jumped on, or laid on the playing boards, scoring systems, or accessories.
- 5. Submitting a Claim: Upon discovery of any defect in the Product, the Original Purchaser shall notify IPG in writing at the address listed in Section 8 below. Once received, IPG shall evaluate the Claim within a reasonable time period. If IPG determines that the defect in question is covered by this Limited Warranty IPG shall replace the Product or part in question as soon as practicable. No other action is necessary on your part until IPG notifies you, the customer, regarding the next steps.
- 6. Disclaimer: Except for the limited warranty specified herein, the product, accessories, etc., is provided "as-is" without any warranty of any kind whatsoever including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. If any implied warranty cannot be disclaimed in any territory where a product is sold, the duration of such implied warranty shall be limited to the duration of the applicable warranty period set forth in section 2 above. Except as expressly covered under the limited warranty provided herein, the entire risk as to the quality, selection and performance of the product is with the original purchaser.
- 7. Limitation of Liability: To the maximum extent permitted by law, IPG is not liable under any contract, negligence, strict liability or other legal or equitable theory for any loss of use of the product, inconvenience or damages of any character, whether direct, special, incidental or consequential, resulting from the use of the product, relating to warranty service, or arising out of any breach of this limited warranty, even if IPG has been advised of the possibility of such damages. The sole remedy for a breach of the foregoing limited warranty is replacement of the defective or non-conforming product or part. The maximum liability of IPG under this warranty is limited to the purchase price of the product covered by the warranty. The foregoing express written warranties and remedies are exclusive and are in lieu of any other warranties or remedies, express, implied or statutory. Some states do not allow exclusions or limitation or incidental or consequential damages, so the above limitations may not apply. This Limited Warranty provides specific legal rights, and you may also have other rights which vary from state to state.
- 8. Notices: All notices and other communications provided for herein should be sent to the address, phone number, or email listed below:

IPG Global Marketing 8050 Freedom Ave. NW Suite G N. Canton, OH 44720 Phone: 330.498.8401 Email: info@shopipg.com

- 9. Governing Law: This Limited Warranty shall be governed by the laws of the State of Ohio.v
- 10. Transfer: This Limited Warranty is not assignable or otherwise transferable without the express written consent of Insight Product Group.
- 11. Warranty Claim Form: Should the item(s) and/or product(s) be authorized for return (after contacting IPG and receiving a Return Authorization #), ship (at the owner's expense) the following completed form with the item(s) to the address listed in Item 8. Items being returned shall have sufficient packaging so that no additional damage is incurred in the return shipment to IPG. IPG is limited to, and liable for damage listed on the return Warranty Claim Form. IPG is not liable for any additional damage caused in the return shipment of product(s).

IPG will ship the repaired item at its own expense to the customer listed on the Warranty Claim Form that accompanies the product.