

1 YEAR LIMITED WARRANTY- BATCO BATTING CAGES

BATCO and BATCO Inc., Inc. ("BATCO") warrants, to the original purchaser, to repair, replace or refund the price at the pro-rata purchase price, any product on Exhibit A attached hereto sold by BATCO, which proves defective in workmanship or material (in BATCO's sole discretion) for a period of 1 year from the date of purchase. The determination of whether to repair or replace the product or to provide a refund shall be in BATCO's sole discretion. This warranty does not cover defects or damage caused by improper assembly, maintenance, installation, operation or use; failure to follow the instructions that accompany the product; accidents; fire, flood, wind, hail or other Acts of God; extraordinary impact; vandalism, riot or civil disorder; misuse or abuse; or deterioration expected from normal use (such as a natural breakdown in color or materials over extended time and use). Any unauthorized modification of the product under warranty will render this warranty null and void. BATCO's liability shall never exceed the price of the defective material. Under no circumstances shall BATCO be obligated for incidental, consequential or other damages, losses or expenses resulting directly or indirectly from the use or inability to use the product purchased, including but not limited to expenses for labor or material to assemble, install, disassemble, temporarily replace, reassemble or reinstall the product. **THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY DESCRIBED HERE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS.** Warranty is only valid upon presentation of original receipt from BATCO or other proof of purchase satisfactory to BATCO. For warranty evaluation, your product must be returned directly to BATCO, 215 S.E St Belmond IA 64201 being insured. BATCO will not be liable for lost in-bound packages. Before any Return Merchandise Authorization or Replacement Order is granted, BATCO must approve the return and/or replacement order in advance of returning the product to BATCO.
