



# BURKE GOLF WARRANTY

## GOLF CLUB AND COMPONENT WARRANTIES:

With respect to golf clubs, Burke Golf warrants, to the original consumer only, that its golf clubs will be free from defects in materials and workmanship during normal and customary use for two (2) years from the original date of purchase from [www.theburkegolf.com](http://www.theburkegolf.com) or from an authorized retailer located in the United States of America provided (1) the consumer presents proof of purchase from [www.theburkegolf.com](http://www.theburkegolf.com) or in the form of an original cash register receipt from the authorized retailer from whom the consumer purchased the product and (2) the golf club has not been abused, altered, defaced, or misused, or otherwise damaged through the act or neglect of the consumer or a third party.

A club may be covered by the warranty policy if it has undergone conventional club modifications (e.g., reshafting, regripping), if and only if, no damage was done as a result of the modification. It is Burke Golf's sole discretion to determine whether any damage was caused to the club by such modification. Tour issued products and products awarded to consumers under any promotional programs including giveaways/contests are not issued for resale and are therefore not covered under warranty.

With respect to clubs and club components sold to consumers via the Burke Golf warrants, to the original consumer only, that such clubs will be free from defects in materials and workmanship during normal and customary use for 2 years from the original date of purchase provided (1) the consumer presents proof of purchase in the form of a receipt from the Burke Golf, and (2) the golf club or club component has not been abused, altered, defaced, or misused, or otherwise damaged through the



act or neglect of the consumer or a third party. With respect to club components only, Burke Golf makes no warranties as to other parts with which such club components may be combined nor as to any bonding or connection between the component and any other parts with which it is joined by a party other than Burke Golf.

These warranties do not cover paint scratches, cosmetic blemishes or other normal wear and tear. If a defect in a genuine Burke Golf golf club appears during the warranty period of the product, and you comply with the requirements above, Burke Golf, in its sole discretion, will (1) replace the defective golf club with the same or a comparable product, or (2) refund your actual purchase price less reasonable depreciation based on actual use in any instance where the golf club is no longer available upon prompt return of the golf club to Burke Golf. Burke Golf may, in its sole discretion, elect to send you a replacement club prior to receipt of the defective club. This accelerated replacement program may require you to submit credit card information and/or have a pending charge placed on your credit card for the value of the replacement club; upon Burke Golf receipt of the defective club and confirmation of its eligibility for warranty under this warranty, Burke Golf will release the pending charge. If you do not return the defective club within forty-five (45) days of receipt of email confirming your warranty return and replacement, Burke Golf will not release the pending charge and/or you will be charged the full retail price of the replacement golf club.

**GOLF BALLS AND ACCESSORIES WARRANTIES:**

With respect to Burke Golf golf balls and accessories (e.g., towels, bags, gloves, headcovers), Burke Golf warrants, to the original consumer only, that its golf balls and accessories will be free from defects in materials and workmanship during normal and customary use for one (1) year, from the original date of purchase from an authorized retailer located in the United States of America provided (1) the



consumer presents proof of purchase in the form of an original cash register receipt from the authorized retailer from whom the consumer purchased the product; and (2) the product has not been abused, altered, defaced, or misused, or otherwise damaged through the act or neglect of the consumer or a third party.

**This warranty does not cover normal wear and tear.**

If a defect in a genuine Burke Golf product appears during the warranty period of the product, and you comply with the requirements above, Burke Golf, in its sole discretion, will (1) replace the defective product with the same or a comparable product, or (2) refund your actual purchase price less reasonable depreciation based on actual use in any instance where the product is no longer available upon prompt return of the product to Burke Golf.

**APPAREL WARRANTIES:**

With respect to apparel sold on [theburkegolf.com](http://theburkegolf.com), Burke Golf warrants such apparel to be free of defects in material or workmanship for a period of six (6) months from the original date of purchase. The apparel warranty covers defects of workmanship and materials, but does not cover damage caused by accident, improper care, negligence, normal wear and tear, or the natural breakdown of colors and material through time, exposure or extensive use.

If a piece of apparel sold on [theburkegolf.com](http://theburkegolf.com) is found to be defective during the warranty period of the product and you comply with the requirements above, Burke Golf, in its sole discretion, will (1) replace the defective product with the same or a comparable product, or (2) refund your actual purchase price.



### LIMITATIONS ON WARRANTIES FOR ALL BURKE GOLF PRODUCTS:

Warranty claims will be handled at Burke Golf's sole discretion, pursuant to the terms and conditions stated above.

With respect to all products, any replacement product will be warranted from the date of purchase of the original product from Burke Golf or an authorized retailer, not from the replacement date.

ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH ABOVE.

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, GUARANTIES, AGREEMENTS AND SIMILAR OBLIGATIONS OF THE MANUFACTURER OR SELLER.

BURKE GOLF IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF BURKE GOLF PRODUCTS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you. There are no other warranties that extend beyond the warranties set forth above.

No person, agent, distributor, dealer or other third party is authorized to change, modify, or extend the terms of these warranties in any manner whatsoever.

These warranties give you specific legal rights. You may also have other rights that vary from state to state.

### WARRANTY PROCEDURE FOR ALL BURKE GOLF PRODUCTS



To submit a warranty request, please email our [customer service](#) department and include the following:

***Subject: Warranty Claim {Input Order Number here}***

- *Reason for warranty claim*
- *If purchased at an authorized dealer, include date of purchase and receipt*
- *Please include 4 images of all side of product and damaged/affected area*

Once Customer Service determines the product is subject to a Warranty, a Return Authorization Number will be issued to you along with shipping instructions. The Return Authorization Number must be visible on the exterior of the package containing the returned product in order to be physically received by the warehouse. Issuance of a Return Authorization Number does not mean that Burke Golf will accept the Warranty claim as Invalid Warranty Conditions may be identified upon receipt of the returned product. Burke Golf will pay for shipping charges to return the defective product. Burke Golf will return the replacement product at no charge. If you have any questions, please contact our Customer Service Department directly at [hello@theburkegolf.com](mailto:hello@theburkegolf.com).