

### Mizuno USA, Inc. Warranty

Certain Mizuno products identified by Mizuno USA, Inc. ("Mizuno") carry a limited warranty (a "Product") to an original purchaser ("Consumer"). Unless specifically identified by Mizuno as carrying a limited warranty, Mizuno products are sold "as is" without any express warranty, subject to various state and federal laws regarding warranties as outlined below. All warranties to persons or entities other than a Consumer expressly disclaimed.

## **Express Warranty**

For the products, Mizuno warrants to a consumer that they will be free from defects in workmanship and materials, under normal use, for the applicable warranty period. The warranty period begins on the date of purchase by Consumer. Mizuno's sole obligation under this express warranty shall be to replace the product with the same or a comparable product. This express warranty does not cover certain component parts of products such as laces.

## **Obtaining Warranty Service**

Customer may contact retailer or Mizuno Customer Support within the applicable warranty period to obtain warranty service authorization. Dated proof of original purchase from Mizuno or its authorized retailer will be required. Mizuno is not responsible for products received without a warranty service authorization. Place of performance for work under warranty shall be Mizuno's Customer Support in Peachtree Corners, Georgia, USA.

#### Warranty Exclusive

Customer's sole remedy for breach of the warranty shall be the express warranty. The foregoing warranty is exclusive and is in lieu of all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement, all of which are expressly disclaimed. Mizuno shall not be liable if the alleged defect or malfunction was caused by customer's or any other person's misuse, neglect, improper installation, unauthorized attempts to repair or modify the product, normal wear and tear, or any other cause beyond the range of its intended use, or by accident, fire, or other hazards. This warranty does not cover physical damage to the product or malfunctions resulting from the use of this product in conjunction with any sort of ancillary or peripheral equipment and Mizuno determines that there is no fault with the product itself.

## Limitation of Liability

Mizuno also excludes any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or for the loss of revenue or profits, loss of business, loss of information or data, or other information or financial loss arising out of or in consequence with the sale, installation, maintenance, use, performance, failure, or interruption of this product, even if Mizuno or its retailers have been advised of the possibility of such damages, and limits its liability to replacement, repair, or refund of the purchase price paid, at Mizuno's option. This disclaimer of liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose.

#### Disclaimer

Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personnel injury. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty governing law. This limited warranty shall be governed by the laws of the State of Georgia, U.S.A., excluding all conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Mizuno shall, at its sole discretion, also have the right to invoke the courts of law having jurisdiction at the Customer's place of business or domicile.

# Looking for dependable sports and fitness? Rely on Mizuno for quality and long-lasting products.