

Twister

WARRANTY

LIMITED EBD WORLDWIDE TWISTER PIN MANUFACTURER'S WARRANTY

IF YOU OPEN THIS PACKAGE YOU ARE BOUND BY THE TERMS OF THIS WARRANTY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS WARRANTY THEN RETURN THE PRODUCT, UNUSED, WITHIN 14 DAYS OF PURCHASE FOR A FULL REFUND.

MANUFACTURER: As used in this Limited European Bowling Distribution Twister Pin Manufacturer's Warranty, the term "Manufacturer" shall mean the manufacturer(s) of the Twister Synthetic Bowling Pins ("Pins"), and where required in a given case "Reseller" or "Distributor" shall mean any other entity designated by European Bowling Distribution to sell the Pins to bowling center(s) ("Bowling Center"), and European Bowling Distribution ("EBD") shall mean the seller of the Pins to the Distributor or the Bowling Center.

LIMITED EBDEUROPEAN BOWLING DISTRIBUTION TWISTER PIN MANUFACTURER'S WARRANTY

("Warranty"): *Provided that the Pins are subject to ordinary use and service by the Bowling Center, new Pins are warranted for a period of up to twenty-four (24) months from the Date of Commencement ("Warranty Period") against manufacturing defects as specified herein.*

DATE OF COMMENCEMENT: The Warranty Period herein shall immediately begin on the invoice date of the Pins to the Bowling Center. EBD and/or Manufacturer may elect to inspect the Pins or require the same to be sent PREPAID by Bowling Center to EBD or the appropriate EBD authorized Twister distributor designated by EBD, or to another location as may be advised in writing by EBD and/or Manufacturer to Bowling Center, in order for EBD and/or Manufacturer, as relevant, to determine, in its/their reasonable discretion, whether this Warranty applies. Any Pins replaced under the terms of this Warranty are only warranted for the remainder of the Warranty Period applicable to the originally provided Pins.

LIMITATION OF LIABILITY: *EBD's, Distributor's, Reseller's and Manufacturer's sole liability and the Bowling Center's exclusive remedy under this Warranty or otherwise shall be limited, in Manufacturer's sole discretion, to either (1) repair of the Pins, (2) replacement of the Pins with Pins not greater in lineage or in age, based on usage, than the Pins as to which such claim is made, or (3) replacement of the Pins with new Pins.* Should the manufacturer or EBD elect to inspect the pins, and require their return, the centre will be advised of the return location and process, and will be responsible for labelling and packaging the pins accordingly. EBD's, Distributor's, Reseller's and Manufacturer's liability is subject to further limitations below. All claims under the Warranty granted herein must be made in writing, must be mailed to the address of the EBD authorized distributor, who the product was bought from, or to EBD's address at the bottom of this Warranty together with the appropriate sales invoice and must be received by the EBD authorized Distributor or EBD within twenty-four (24) months from the Date of Commencement of the Pins. EBD, Reseller or Manufacturer shall only be liable for contractual and extra-contractual duties, especially for impossibility, default, culpa in contrahendo and tortious actions – also for our senior executives and other vicarious agents – in case of intention or gross negligence, limited to the typical contractual and foreseeable damage at the

time when the contract was concluded. These limitations shall not apply in case of culpable offence against essential contractual duties, insofar as the achievement of the contractual goal will be endangered, in cases of compulsory liability according to the German law on Production Liability ("Produkthaftungsgesetz"), in case of injury of life, body or health and if and insofar defects of the matter have been maliciously withheld or their absence guaranteed. The provisions concerning the burden of proof remain unaffected.

EXCLUSIONS: The Warranty granted herein shall not include: (1) Pins for which the appropriate sales invoice by an EBD authorized Distributor or EBD cannot be provided through the Bowling Center. (2) Pins whose sales invoice does not contain the appropriate Twister Pin lot numbers. (3) Pins sold or resold by someone other than an EBD authorized Distributor or EBD; (4) Pins which are provided free of charge or at a highly reduced price for promotional purposes; (5) used Pins; (6) out of range and sliding Pins; (7) damages to the Pins caused by normal wear and tear; (8) any and all cosmetic damages to the Pins; (9) functional problems of the Pins or breakage and other damage to the Pins caused by pinsetters, pinspotters or other related equipment; (10) damages to the Pins caused by the failure of any third party product or component; (11) damages to the Pins caused by belt burns; (12) damages caused by the abuse or misuse of the Pins; (13) Pins that have been altered, modified or repaired by the Bowling Center or another person/entity without Manufacturer's written authorization; (14) Pins which have not been paid for in full pursuant to the payment terms of the EBD authorized Distributor or EBD and (15) test Pins. Bowling Pins' maintenance and machine modifications are the responsibility of the Bowling Center.

FURTHER LIMITATIONS TO LIABILITY: IN NO EVENT SHALL EBD, DISTRIBUTOR, RESELLER OR MANUFACTURER BE LIABLE FOR ANY LOSS OF PROFITS, DOWNTIME, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT BY AND/OR AGAINST THE BOWLING CENTER, EVEN IF EBD, DISTRIBUTOR, RESELLER OR MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS WARRANTY HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

LIMITATION OF WARRANTY: EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, EBD, DISTRIBUTOR, RESELLER AND MANUFACTURER MAKE NO PROMISES, WARRANTIES, OR REPRESENTATIONS AS TO THE PINS. EBD, RESELLER, DISTRIBUTOR AND MANUFACTURER DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE PINS, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. EBD, DISTRIBUTOR; RESELLER AND MANUFACTURER MAKE NO GUARANTEE OF THE RESULTS TO BE OBTAINED FROM THE USE OF THE PINS.

RECYCLING: FOR RECYCLING AND WASTE DISPOSAL PROCESSES THE TWISTER PIN PACKAGING IS LABELED WITH THE MATERIAL INFORMATION >PP< . PLEASE CONTACT THE APPROPRIATE PUBLIC AUTHORITY IN YOUR REGION AND COUNTRY TO FIND OUT ABOUT IF ANY OR WHICH SPECIFIC RELEVANT RECYCLING AND WASTE DISPOSAL SYSTEM AND RELEVANT TERMS AND CONDITIONS APPLY. THE WARRANTY'S "LIMITATION OF WARRANTY" AND "FURTHER LIMITATIONS OF LIABILITY" ARE ALSO PART OF THESE RECYCLING AND WASTE DISPOSAL PROVISIONS.

CHOICE OF LAW: This Warranty and its terms and provisions shall be construed in accordance with, and governed by the Laws of the Netherlands. This Warranty shall not be governed in any manner by the United Nation`s Convention on Contracts for the International Sale of Goods dated 04/11/80 and as amended from time to time ("CISG"). Bowling Center, EBD, Distributor, Reseller and Manufacturer hereby submit and consent to the jurisdiction of the courts of The Netherlands in any dispute arising out of this Warranty and its terms and provisions.

SEVERABILITY: All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, then this Warranty and its terms and provisions shall be interpreted as if such invalid agreements or covenants were not contained herein.

ENTIRE AGREEMENT: This Warranty and its terms and provisions is the complete and exclusive statement of EBD`s, Distributor`s, Reseller`s, and Manufacturer`s obligations and responsibilities to Bowling Center relating to the subject matter hereof, and supersedes any other proposal, representation, or other communication by or on behalf of EBD, Reseller, Distributor or Manufacturer, whether written or oral, relating to the subject matter hereof. Unless otherwise stated in writing and signed by Reseller and Manufacturer, THE TERMS OF THIS WARRANTY SHALL PREVAIL NONWITHSTANDING ANY REVISIONS WITH THE WARRANTY OR ANY OTHER TERM ON ANY PURCHASE ORDER BY BOWLING CENTER.

European Bowling Distribution BV
Brieltjenspolder 42, 4921 PJ, Made, the Netherlands
www.eurbowdis.eu

