

## VISORGUARD LIMITED WARRANTY

Congratulations on your purchase of a VisorGuard! We at VisorGuard, LLC (the “Company”) are proud of the workmanship that goes into producing each and every VisorGuard. Therefore, we are pleased to offer the purchaser of this VisorGuard the following limited warranty:

**PURPOSE OF THE VISORGUARD:** The VisorGuard is designed to protect a hockey visor against cosmetic damage (such as scratches and smudging) that may occur in the course of play for the purpose of extending the life of the hockey visor. The VisorGuard works in part by absorbing the nicks, scratches, and smudges that otherwise would register on the hockey visor itself, thus protecting the visor. Therefore, it is to be expected that the VisorGuard will incur nicks, scratches, smudges, and similar markings over the course of its lifetime. Said markings shall not be considered “defects in materials and workmanship” under the terms of this warranty. **THE VISORGUARD IS NOT A SAFETY PRODUCT. IT DOES NOT OFFER PROTECTION AGAINST THE SHATTERING OR BREAKING OF A HOCKEY VISOR OR ANY OTHER TYPE OF SAFETY PROTECTION.**

**LIMITED WARRANTY:** The Company warrants the VisorGuard against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user consumer. This warranty does not apply to normal wear and tear. To make a warranty claim, you must provide proof of purchase of the VisorGuard and return the damaged product to the Company. If a valid claim is made during the one-year period, the Company, at its option, will either (1) replace the product, or (2) exchange the product with a product that is of equal value. A replacement product assumes the remaining warranty of the original product or ninety (90) days from the date of replacement, whichever is greater. Customer is responsible for the return shipping costs.

THE COMPANY IS NOT RESPONSIBLE FOR DAMAGES THAT RESULT FROM THE MISAPPLICATION OR MISUSE OF THE VISORGUARD. THE COMPANY IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM ANY BREACH OF WARRANTY INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, AND LOSS OF ANTICIPATED PROFITS. THE COMPANY’S WARRANTIES DO NOT COVER ANY THIRD-PARTY DEVICES OR THE PERSONAL PROPERTY OF ANY CONSUMER. ANY ALTERATION, CHANGE, MODIFICATION, OR REPAIR (OTHER THAN REPLACEMENT OF A REPLACEABLE COMPONENT) MADE TO THE VISORGUARD BY A PARTY OTHER THAN THE COMPANY OR THE COMPANY’S AUTHORIZED SERVICE PROVIDERS WILL VOID THIS WARRANTY. THE COMPANY RESERVES THE RIGHT TO REFUSE WARRANTY REPLACEMENT FOR SUSPECTED FRAUD OR ABUSE OF THE COMPANY’S WARRANTY POLICY CONTAINED HEREIN. THE COMPANY’S WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THE LAW PROHIBITS THE COMPANY FROM DISCLAIMING IMPLIED WARRANTIES OR

WARRANTIES OF MERCHANTABILITY, ALL SUCH WARRANTIES ARE LIMITED TO THE DURATIONS REFERRED TO HITHERTO.

THE COMPANY'S RESELLERS, AGENTS OR EMPLOYEES ARE NOT AUTHORIZED TO MAKE ANY MODIFICATIONS, ADDITIONS OR EXTENSIONS TO THE COMPANY'S WARRANTIES. THE COMPANY RESERVES THE RIGHT TO CHANGE THE TERMS OF ITS WARRANTIES AND REMEDIES WITHOUT NOTICE. THIS WARRANTY IS NON-TRANSFERRABLE AND ONLY AVAILABLE TO THE ORIGINAL END-USER CONSUMER.

The benefits conferred by these warranties are in addition to other rights you may have depending on your country, state or province of residence. Furthermore, some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties, so the above limitations or exclusions may not apply to you. If any provision of these warranties is unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions.