

EVERLAST - WARRANTY

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SALES AND USES. PLEASE REVIEW CAREFULLY. THESE TERMS AND CONDITIONS INCLUDE LIMITED WARRANTIES, AND DISCLAIMERS OF LIABILITY AND ARBITRATION PROVISIONS.

KEEPING, USING, OR ALLOWING USE OF THIS PRODUCT INDICATES YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO AGREE TO THESE TERMS, YOU HAVE 14 DAYS FROM DATE OF PURCHASE TO RETURN THE UNUSED PRODUCT.

Definition

"Everlast" as used herein means Everlast Worldwide, Inc. and any and all of its affiliates and/or subsidiaries and/or business agents, servants and employees.

High Risk Activity

Products sold by Everlast include equipment and gear used in boxing, martial arts, mixed martial arts, yoga, fitness, weight training, kick-boxing, and demonstration. Participation in any of these activities is a high-risk sports activity. You participate in any of these activities at your own risk. You agree to consult with your personal physician before participating in any of these high-risk activities. Read, understand, and follow specific warnings and instructions on products and in product literature or inserts before using the product. Save these documents for reference.

Assumption of the Risk

By buying, using, providing, or allowing the use of Everlast's products, you understand and agree that boxing, martial arts, mixed martial arts, yoga, fitness, weight training, kick-boxing, and demonstration are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of Everlast including but not limited to equipment malfunction from whatever cause, or any other fault of Everlast. Additionally, you agree to indemnify, defend and hold Everlast harmless from any third party claims arising from such High Risk Activities or any other Everlast product.

Duty of Coaches, Trainers, Gyms to inform others of these Terms and Conditions

Before you allow others to use a Everlast product you agree that (a) you will require that they (or their legal guardian if they are minors) read, understand, and agree to these Terms and Conditions of Sale or Use, (b) you believe they (or their guardian) understand that they are

participating in a high-risk activity and assume the risk of death or other personal injury, and (c) you agree to indemnify, defend, and hold Everlast harmless from any claims made by them arising from their use of Everlast products.

Limited Replacement Warranty

Everlast warrants its products to be free from defects in materials and workmanship for a period of 120 days from date of purchase, provided they have not been subjected to obvious abuse, neglect or misuse. Everlast's sole liability is limited to repairing or replacing products that are returned within this 120-day period, unless specific product literature specifies otherwise.

WARRANTY DISCLAIMER

THE ABOVE STATED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS AND LIABILITIES OF EVERLAST. EVERLAST NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS FROM ITS WEBSITES, CATALOGS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ITS RETAIL SHOWROOM OR TOURNAMENTS. THE ABOVE LIMITED WARRANTIES SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE, OR MISUSE. THE TERM "ORIGINAL PURCHASER" AS USED IN THIS WARRANTY MEANS THE PERSON TO WHOM THE PRODUCT IS ORIGINALLY SOLD AS SHOWN ON THE SALES INVOICE. THESE WARRANTIES SHALL APPLY ONLY WITHIN THE BOUNDARIES OF THE UNITED STATES AND CANADA.

Limitation of Liability

As set forth above under the limited warranty provisions, Everlast's liability is limited to repair or replacement of its products which are returned to it prepaid in the specified period of time. In no event shall Everlast's liability exceed the value of the products sold. Everlast shall not be liable for any special or consequential damages that result from the use of any product sold through its websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments. Applicable law may not allow the limitation or exclusion of liability of special or consequential damages so the above limitation or exclusion may not apply to your purchase, but it is intended to be the maximum limitation as permitted by law.

Warning

Use and misuse of products sold through Everlast's websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments, involves serious risks including injury, disability and death. Purchasers, users and participants assume all risk of injury. Everlast cannot and will not be responsible for the misuse or unauthorized and improper use of products sold

through Everlast's websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments.

Inspect Before each Use

This product must be inspected for use to ensure it has not damaged in shipment. If damaged, do not use and immediately return the product to Everlast for a replacement.

General Disclaimer

Product descriptions, typographic, pricing and photographic errors are unintentional and subject to correction. We regret, but are not liable for such errors. Everlast reserves the right to reject any orders placed for a product listed at an incorrect price. If you discover an error in our website or catalog, please let us know.

Applicable Law and Resolution of Disputes

Your order from Everlast shall be interpreted and construed in accordance with laws of the State of New York without regard to its choice of law principles. You agree that any dispute or claim arising out of or in connection with your order or its subject matter or formation (including non-contractual disputes or claims), shall be brought exclusively in the federal or state courts located in New York County, New York and for this purpose you hereby submit to the exclusive jurisdiction and venue of such courts. Any cause of action or claim you may have with respect to the purchase of Everlast products or any other claim related to the use of products sold through its websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments, must be commenced within one (1) year after the claim or cause of action arises. Everlast's failure to enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any of these terms and conditions.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.