Limited Warranty

Most DeMarini products carry a one year limited warranty from the date of purchase by the original purchaser from an authorized dealer.*

If you've experienced an issue with a DeMarini product, please complete the warranty form below. This will set our customer care team in motion to determine whether your product falls within the DeMarini Limited Warranty. Make sure to include photos showing the damage so we can accurately assess your case.

*Products purchased through auction sites including but not limited to, Ebay and Yahoo! Auctions, do not qualify for the DeMarini Limited Warranty.

NON-WOOD BAT LIMITED WARRANTY

BY USING YOUR DEMARINI NON-WOOD BAT YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WARRANTY. BEFORE USING YOUR BAT, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE YOUR BAT. RETURN YOUR BAT TO THE DEALER OF PURCHASE. SEE THE DEALER'S RETURN POLICY FOR DETAILS AND/OR ADDITIONAL RETURN REQUIREMENTS.

This warranty contains a binding arbitration agreement and a class action waiver for United States residents. If you live in the United States, the binding arbitration agreement and class action waiver affect your rights under this warranty. Please read the text under the section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" carefully.

1 YEAR LIMITED WARRANTY

Under this limited warranty, DeMarini will provide a one-time repair or replacement of your non-wood bat within 1 year from the date of purchase ("Warranty Period") for the following 3 conditions resulting from normal field use -- (1) severe denting, (2) structural cracking, or (3) broken end caps or knobs. To qualify for warranty service, you must be the original purchaser of the bat and provide proof of purchase from an authorized DeMarini dealer.

WARRANTY DOES NOT COVER

1. Bats subjected to misuse, abuse, or failure to observe care instructions (including, use in commercial batting cages);
2. Damage other than the 3 conditions listed above (i.e., normal wear and tear / cosmetic damage);

3. Bats subjected to unauthorized modification or alteration, including rolling, shaving or other means of “doctoring”;
4. Bats purchased from unauthorized dealers **(including, bats purchased through (i) auction sites such as eBay or Craigslist, (ii) unauthorized dealers selling via third party marketplaces such as Amazon Marketplace, or (iii) dealers selling altered or doctored bats)**; or,
5. Bats with removed or defaced holograms or date codes.

THIRD PARTY CERTIFICATIONS

Any mark, graphic or sticker applied to a DeMarini bat indicating that the bat is certified or compliant with the standard of a particular third party governing body (i.e., BBCOR, USA Baseball, or USSSA) shall only represent that the bat was so certified at the time of its manufacture and not at any later time. Should a bat that was so certified or approved at the time of manufacture subsequently lose that certification or approval, then DeMarini may or may not, at its sole option, develop a program for retro-fitting, repairing or replacing the bat and/or providing a voucher to be used toward the purchase of other DeMarini products on www.demarini.com or www.wilson.com. In such cases, to the greatest extent permitted under applicable law, the remedies provided under such program shall be the sole and exclusive remedies available to affected bat owners.

MAKING A WARRANTY CLAIM

DO NOT RETURN YOUR BAT TO YOUR SPORTING GOODS DEALER. Visit www.demarini.com and fill out the online bat warranty form to receive a warranty claim number and return address or call the DeMarini Bat Care Center at 800-800-9932. Please call the DeMarini Bat Care Center at 800-800-9932 for warranty claims on custom models.

To complete your warranty claim you must send your bat to the DeMarini Bat Care Center along with a valid proof of purchase. If DeMarini determines that your bat is covered by the warranty, then DeMarini will at its sole option and in its sole discretion (1) repair your bat, or (2) replace your bat with the same model bat, or (3) replace your bat with a comparable bat should your bat be discontinued or otherwise unavailable, or (4) provide you with a voucher to be used toward the purchase of other DeMarini products on www.demarini.com or www.wilson.com. If DeMarini determines that your bat is not covered by this limited warranty, then we will return your bat to you. Note - A replacement bat does not start a new one-year Warranty Period.

Note - DeMarini reserves the right to refuse warranty service to any person who, in DeMarini’s sole discretion, abuses its products or warranty policy.

NON-WOOD BAT CARE INSTRUCTIONS

This bat requires special care, as it is engineered with thin walls designed to enhance performance. Be aware that your bat is susceptible to damage in cold weather (under 60°F), which significantly increases ball hardness. High compression balls may also shorten the life of

your bat, as well as team usage situations. Do not hit the bat against metal cleats, rocks or anything other than regulation game balls as this will damage your bat and void your warranty. Use only mild dish soap and water for cleaning. DO NOT use solvents or any ammonia-based products.

What to Do If You Are Not Satisfied With Service

If you feel DeMarini has not met its obligations under this warranty, you may attempt to resolve the issue informally with DeMarini. If you are unable to resolve the issue informally and wish to file a formal claim against DeMarini, and if you are a resident of the United States, you must submit your claim to binding arbitration according to the procedures described below, unless an exception applies. Submitting a claim to binding arbitration means that you do not have the right to have your claim heard by a judge or jury, either individually or a part of a class of consumers. Instead your claim will be heard by a neutral arbitrator.

Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, UNLESS YOU HAVE BROUGHT AN ELIGIBLE INDIVIDUAL CLAIM IN SMALL CLAIMS COURT OR HAVE OPTED OUT AS DESCRIBED BELOW, ANY CONTROVERSY OR CLAIM RELATING IN ANY WAY TO YOUR DEMARINI BAT, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WARRANTY, A BREACH OF THIS WARRANTY, OR THE DEMARINI BAT'S SALE, CONDITION OR PERFORMANCE, WILL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION AND CONDUCTED BY A SINGLE ARBITRATOR APPOINTED BY THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND ITS SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES. You may learn more about the American Arbitration Association and its rules for arbitration by visiting www.adr.org or by calling 800-778-7879. Since this warranty concerns a transaction in interstate or international commerce, the Federal Arbitration Act will apply.

To the greatest extent permitted by applicable law, the filing fees to begin and carry out arbitration will be shared between you and DeMarini, but in no event will your fees ever exceed the amount allowable by the American Arbitration Association, at which point DeMarini will cover all additional administrative fees and expenses. DeMarini waives its right to recover attorneys' fees in connection with any arbitration under this warranty. If you are the prevailing party in an arbitration to which the Supplementary Procedures for Consumer-Related Disputes applies, then you are entitled to recover attorneys' fees as the arbitrator may determine.

The dispute will be governed by the laws of the state or territory in which you resided at the time of your purchase (if in the United States). The place of arbitration will be Cook County, Illinois, or your county of residence (if in the United States). The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator will not award consequential damages, and any award will be limited to monetary damages and will include no equitable relief, injunction, or

direction to any party other than the direction to pay a monetary amount. Judgment on the award rendered by the arbitrator will be binding and final, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having jurisdiction. Except as may be required by law, neither you nor DeMarini nor an arbitrator may disclose the existence, content, or results of any arbitration under this warranty without the prior written consent of you and DeMarini.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. DEMARINI AND YOU AGREE THAT NO PARTY WILL HAVE THE RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED AS A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

Exceptions to Binding Arbitration Agreement and Class Action Waiver

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, THEN: (1) you must notify DeMarini in writing within sixty (60) days of the date that you purchased the bat; (2) your written notification must be mailed to DeMarini at 8750 W. Bryn Mawr Ave., Chicago, IL 60631, Attn: Legal Department; and (3) your written notification must include (a) your name, (b) your address, (c) the date you purchased the product, and (d) a clear statement that you wish to opt out of the binding arbitration agreement and class action waiver. In addition, you may pursue an individual claim in small claims court in your county of residence (if in the United States) or in Cook County, Illinois. In such case the provisions of the section titled “Binding Arbitration Agreement; Class Action Waiver (U.S. Residents)” will not apply, but the rules and limitations of the small claims court shall apply.

Exclusions and Limitations

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL BE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DEMARINI WILL NOT BE RESPONSIBLE FOR LOSS OF USE, LOSS OF INFORMATION OR DATA, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF

DEMARINI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES (INCLUDING NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN LIEU OF ANY OTHER REMEDY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (INCLUDING DEMARINI'S NEGLIGENCE, ALLEGED DAMAGE, OR DEFECTIVE GOODS, NO MATTER WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT), DEMARINI MAY, AT ITS SOLE OPTION AND IN ITS DISCRETION, REPAIR OR REPLACE YOUR PRODUCT, OR REFUND ITS PURCHASE PRICE. AS NOTED, SOME STATES (INCLUDING, NEW JERSEY) AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How the Law Applies

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and province to province. This warranty applies to the greatest extent permitted by applicable law.

General

No employee or agent of DeMarini may modify this warranty. If any term of this warranty, other than the class action waiver, is found to be unenforceable, that term will be severed from this warranty and all other terms will remain in effect. If the class action waiver is found to be unenforceable, then the entire section titled "Binding Arbitration Agreement; Class Action Waiver (U.S. Residents Only)" will not apply. This warranty applies to the maximum extent not prohibited by law.

call 1-800-800-9932 to speak with a customer service agent.

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.