



# TWISTED X®

## LIMITED WARRANTY

Twisted X, Inc. warrants that each Product manufactured by Twisted X, Inc. is free from defects in material and workmanship for a period of one year from the date of purchase. This LIMITED WARRANTY is extended solely and exclusively to those consumer purchasers (a "Purchaser" or "Purchasers") who, for their own use, or use by another consumer, who purchase a Twisted X® branded product (the "Product" or "Products") directly from an Authorized Dealer ("Authorized Retail Dealer" / "Authorized Online Dealer" / "Authorized 3<sup>rd</sup> Party Marketplace Dealer").

Any Product considered to be defective must (i) be returned to an Authorized Dealer from which the Product was originally purchased or issued, and (ii) must include the original purchase receipt or an Authorized Dealer invoice. The policy of Twisted X, Inc. is to honor Product warranties only on Products purchased from an Authorized Dealer of Twisted X, Inc. Products and only when accompanied by the original purchase receipt or proof of purchase. If Products are purchased from an unauthorized seller of the Products, this limited warranty will not be valid and the Products sold by such unauthorized seller are sold without any warranty. In such event, all Product warranties are disclaimed and excluded by Twisted X, Inc.

Defective merchandise sold by an Authorized Dealer may be returned for replacement or credit at Twisted X's option and such replacement or credit shall be Twisted X's sole obligation in regard to defective merchandise. Any replacement of a defective Product will be for the same style and size of the returned defective Product. If a defective Product is not available due to removal from a product line, a credit may be issued through an Authorized Dealer or Authorized Online Retailer.

**LIMITATIONS AND EXCLUSIONS:** THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE, AND SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND LIABILITY OF TWISTED X, Inc. WITH RESPECT TO THE PRODUCT DELIVERED, WHETHER THE THEORY OF RECOVERY IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY. THE WARRANTY SET FORTH ABOVE SHALL BE VOIDED AND SHALL BE OF NO FURTHER FORCE OR EFFECT IF PRODUCTS OR PARTS ARE SUBJECT TO ACCIDENT, MISUSE, ABUSE, ALTERATIONS, IMPROPER REPAIRS, NEGLIGENCE OR EXPOSURE TO ANY SUBSTANCE OR AN ENVIRONMENT THAT DEGRADES THE PRODUCTS. NORMAL SOLE WEAR OF THE PRODUCTS IS NOT CONSIDERED TO BE A DEFECT IN MATERIAL OR WORKMANSHIP. TWISTED X, Inc. WILL NOT, IN ANY EVENT, BE RESPONSIBLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR ANY OTHER TYPE OF DAMAGES WHATSOEVER. TWISTED X, Inc. SOLE LIABILITY WILL BE FOR REPLACEMENT OF THE ALLEGED DEFECTIVE OR NON-PERFORMING PRODUCT.

*SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR DAMAGES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.*

This limited warranty shall be governed by, and construed in interpreted in accordance with the laws of the state of Texas, without regard to choice of law or conflicts of law principles, except only to the extent replaced or precluded by other laws of mandatory application.

## RETURN POLICY

The return of a Twisted X, Inc. product, for any reason, must be authorized by our Customer Service Department. All consumer returns must go through the Twisted X, Inc. Authorized Dealer ("Authorized Retail Dealer" / "Authorized Online Dealer" / "Authorized 3<sup>rd</sup> Party Marketplace Dealer") they were purchased from.

Company inspection is required to determine defects in workmanship or materials on any worn product. Product not found to be defective is subject to return to Authorized Dealer. Twisted X, Inc. sales reps cannot authorize merchandise returns or pick product up for credit.

Twisted X, Inc. will determine if Authorized Dealer will receive full credit, partial credit, or replacement product. Replacement product will be sent as soon as possible, dependent upon availability.

### RETURN PROCEDURE

1. Authorized Dealer must contact our Customer Service Department to obtain a return authorization number by telephone, fax or email.
2. To expedite your return, the authorization number must be on the outside of the box. Inside the box, please include a brief description and location of the defect.
3. Unworn, non-defective returns are subject to a re-box, restock fee.

Twisted X, Inc. products are manufactured under rigid quality standards. However, any product that is damaged due to customer abuse, customer misuse or neglect will not be considered for credit or replacement.