

EAT Glass (1) Year Limited Warranty

EAT's warranty obligations for this hardware product are limited to the terms set forth below:

EAT Glass LLC. ("EAT") warrants this EAT branded hardware product 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 purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, EAT will either (1) repair the hardware defect, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product minus 25% restocking fee. When a refund is given, the product for which the refund is provided must be returned to EAT and becomes EAT's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for EAT that can be identified by the "EAT" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-EAT hardware products or any software, even if packaged or sold with EAT hardware. Manufacturers, suppliers, or publishers, other than EAT, may provide their own warranties to the end user purchaser, but EAT, in so far as permitted by law, provides their products "as is". EAT does not warrant that the operation of the product will be uninterrupted or error-free. EAT is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-EAT products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by EAT; (d) to damage caused by service (including upgrades) performed by anyone who is not a representative of EAT or an EAT Authorized Affiliate; (e) to a product or part that has been modified to alter functionality or capability without the written permission of EAT; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken glass; or (h) if any EAT serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. EAT'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY EAT IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No EAT reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, EAT IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EAT may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) at an EAT location, where service is performed at the location, or the Apple Retail or AASP may send the product to an Apple repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, EAT may send you packaging material) to enable you to ship the product to EAT's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Apple and you agree to follow instructions, including, if required, arranging the return of original product or part to EAT in a timely manner. Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, EAT may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

DISCLAIMER

FOR OFF ROAD USE ONLY

THE PURCHASER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY AND ALL PRODUCTS PURCHASED

Purchaser understands and recognizes that off road and racing equipment and services provided by manufactured and/or sold by Distributor are subject to varied conditions due to the manner in which they are to be installed and used. Purchaser further recognizes and agrees that suitability of any part sold or manufactured for a particular application is the purchaser's decision and that the purchaser is not relying on the skill or judgment of manufactured and/or Distributor regarding suitability of any product or service.

Manufacturer and Distributor make no warranties whatsoever, expressed or implied, oral or written to purchasers with regard to off road and racing equipment. The right to make changes in design or add to or improve on product without incurring any obligations to install the same on products previously manufactured is expressly reserved. Buyer agrees to indemnify and hold seller harmless from any claim, action or demand arising out of or incident to the buyer's installation or use of products purchased from Manufacturer and/or Distributor. All parts are aftermarket replacement parts. No implication is made that these parts are the original car manufacturers' are from the original suppliers, or are approved by them.

WARNING

Please note all products are designed for off road use only. It is up to the user and/or installer to determine fitness for any other application. Manufacturer can't control the severity of off road terrain, your driving habits, and the quality of your installation and offers no warranty as to fitness or performance for a particular application. Many of our products require fabrication skills to install and should only be installed by a qualified fabricator or mechanic. All products carry a one year warranty however only products that have abnormal defects or workmanship can be returned. Parts that have been abused, incorrectly installed, modified, or damaged cannot be returned. Please contact us before returning any parts. No claims will be accepted on parts that have been modified in any way. Warranty is limited to replacement of defective parts only and does not cover labor or shipping costs, vehicle down time or any other losses on your behalf.

Installation of any component or kit should only be performed by persons experienced in the installation and proper operating of vehicle systems. It is also the responsibility of the person installing any component or kit to determine the suitability of the components or kit for that particular application. Products are intended for off road use only. The manufacturer and distributor are not responsible for any misuse of these products. Check with your local authorities for highway laws in your area because highway laws and the enforcement of those laws vary widely.

Please check with your local DMV or vehicle department for regulations and information, manufacturer and distributor is not responsible for any legal issues regarding of any product you purchase here. Before operating vehicle, always utilize safety restraint systems while operating vehicle.