



**Factory / Offices**

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## Extended Play™ Series Warranty

The Vater **Extended Play™ Series** is an extremely durable drumstick that has two distinct features; The first feature is a pearl-colored, specially formulated durable finish that protects the tip and shoulder area of the stick from early chipping and cracking. The second feature is our exclusive 3 inch "Stick Shield™" located in the rimshot area that is highly impact resistant and 8X stronger than Steel with maximum tensile strength. The grip area of the stick has the same great-feeling finish as found on all Vater Sticks. Extended Play™ sticks offer the optimal balance and feel of a Vater hickory stick, with advanced durability and resistance to rimshot fatigue and breakage.

If any pair of Vater Extended Play™ drumsticks breaks due to wear in the 3" rimshot area protected by the Vater Stick Shield™, Vater will replace the pair of sticks, when a qualifying Guarantee claim is made. **LIMITATION ON REPLACEMENT GUARANTEE CLAIMS: THERE IS A MAXIMUM OF THREE CLAIMS PER YEAR PER CONSUMER REGARDLESS OF THE NUMBERS OF PRODUCT PURCHASED.**

Vater further warrants that our Extended Play™™ Product will be repaired or replaced at no charge in case of possible flaws in material or workmanship – **except for damage from improper use or normal wear.** The Guarantee and the Limited Warranty take effect as of the date of purchase. Vater may, at its option, refund the current market value of the Product at the time a Guarantee or Limited Warranty claim is made if it is unable to replace the Product.

This Guarantee and Limited Warranty applies to the original purchaser and is non-transferrable. Any person having purchased a Vater Extended Play™ Product from an authorized Vater retailer can make a claim by mailing the pair of drumsticks, including the broken stick, **with the original packaging and the sales receipt as proof of purchase** to: Vater Percussion Inc, 270 Centre Street Unit D, Holbrook MA 02343, along with a return address. This Guarantee and Limited Warranty is conditioned upon the return of the Product. Vater Percussion is not responsible for any Product lost or damaged during shipping. **THIS GUARANTEE AND LIMITED WARRANTY IS VOID WITHOUT THE ORIGINAL SALES RECEIPT WHICH IS PROOF OF PURCHASE AND MUST BE PRESENTED TO MAKE A CLAIM UNDER THE GUARANTEE AND/OR LIMITED WARRANTY.**

### NOTE

The Guarantee and Limited Warranty does not in any way affect the consumers' rights legally recognized by the law applicable in the Product's state or jurisdiction of purchase.

**LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, VATER PERCUSSION EXCLUDES ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CUSTOMER, OR FOR THE LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, OR FINANCIAL LOSS ARISING OUT OF OR IN CONSEQUENCE WITH THE PURCHASE, SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, OR FAILURE OF THIS PRODUCT, EVEN IF VATER PERCUSSION OR ITS DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY IS LIMITED TO REPLACEMENT OF THE PRODUCT OR REFUND OF PURCHASE PRICE AT VATER'S OPTION. THIS LIMITATION OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY.

The sole remedy for breach of the Guarantee and Limited Warranty shall be this express Guarantee and Limited Warranty. This Guarantee and Limited Warranty shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to principles of conflicts of laws. Any warranty that the Product is compatible with any product or instrument is expressly disclaimed. With this Guarantee and Limited Warranty, Vater Percussion grants the customer specific legal rights which do not restrict any statutory consumer rights.

This Guarantee and Limited Warranty applies except where prohibited by law.