

***Bainisteoir – Hurling*© Terms and Conditions of Sale (& Supporting Information)**

The following terms and conditions govern the sale of products to the end-consumers by Tailteann Games.

A. At Tailteann Games' sole discretion, these terms and conditions may be changed without prior notice.

B. Tailteann Games Ltd. reserves the right to make improvements in the product at any time without notice. Tailteann Games Ltd. makes no warranties expressed or implied, with respect to its' manufactured material, its' quality, merchantability or fitness of any particular purpose. If any defect arises during the 90 day limited warranty on the product itself (i.e. not the software programme, which is provided 'as is'), return it in its' original condition to the point of purchase. Proof of purchase is required to affect the 90-day warranty.

C. This limited warranty does not affect the customer's statutory rights. Subject to the limited warranty above, this product is provided "as is" and without warranty of any kind. To the maximum extent permitted by applicable law, Tailteann Games Ltd. further disclaims all warranties (including, without limitation, those implied by law, statute, custom or otherwise) relating to merchantability, satisfactory quality, and/or fitness for a particular purpose in respect of the product.

D. Within *Bainisteoir – Hurling's* game manual, Tailteann Games have included an epilepsy warning. This warning ensures that Tailteann Games will not be held liable for any related affliction endured by a *Bainisteoir – Hurling*© user. This warning reads as follows: "It is important that all members of the household read this warning before using *Bainisteoir – Hurling*©. Certain individuals are susceptible to epileptic seizures or loss of consciousness when they are exposed to certain flashing lights or light patterns in everyday life. Such individuals may have a seizure while watching certain monitor images or playing certain computer games. This may occur with people who have no prior history of epilepsy. If you or any of your family has ever had symptoms relating to epilepsy (seizures or loss of consciousness) when exposed to flashing lights, consult your doctor prior to playing *Bainisteoir – Hurling*©. It is advised that parents supervise their children's use of *Bainisteoir – Hurling*©. If you or any of your family experience any of the following symptoms: blurred vision, loss of consciousness, eye or muscle twitches, disorientation, dizziness, any involuntary movement or convulsions, while playing *Bainisteoir – Hurling*©, IMMEDIATELY stop using the computer and consult your doctor."

E. Within *Bainisteoir – Hurling's* game manual, Tailteann Games have included a list of precautions that all game-players must pay full attention to before playing the game. This list ensures that Tailteann Games will not be held liable for any related predicament that a *Bainisteoir – Hurling*© user may experience. This list reads as follows:
". Position yourself a good distance away from the computer screen, as far away as your mouse cable allows
- Avoid playing *Bainisteoir – Hurling*© if you are tired or have not slept recently prior to playing *Bainisteoir – Hurling*©
- Ensure the room in which you are playing *Bainisteoir – Hurling*© is well lit
- Take 10-15 minute breaks each hour while playing *Bainisteoir – Hurling*©
- When inserting this CD, always place it with the required playback side facing down
- Keep the CD clean and free of scratches. Where the surface becomes dirty, gently wipe it with a soft, dry cloth
- Do not leave the CD near heat sources or in direct sunlight or excessive moisture
- When handling the CD, do not touch its surface. Hold it by its edge"

F. In no event shall Tailteann Games be liable for indirect, special or consequential damages, and in no event shall Tailteann Games' liability exceed the purchase price of the product(s).

G. No conditions other than those set forth on this conditions card shall be binding on Tailteann Games unless specifically agreed to in writing by Tailteann Games. Tailteann Games will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions of this condition card.

H. If the product is not functioning properly upon arrival, one should send a message to queries@tailteanngames.com for troubleshooting. In most instances, our representatives can assist in diagnosing and resolving one's product problems. In the case of a defective product, Tailteann Games may, at its option, replace the product with an exchange of the same item, subject to in-stock availability.

I. Physical damage to any product will void the product's warranty. Modifying a product in a permanent way is considered physical damage. Physical damage voids any warranty previously implied for any product.

J. If returned (defective products being a possible exception), *Bainisteoir – Hurling*© must be in the original box and unopened (still in its original shrink wrap). Please note that due to advances in CD copying technology, we **do not** accept any opened or used computer games.

K. *Bainisteoir – Hurling's* System Requirements are specified upon *Bainisteoir – Hurling's* game cover. Like all PC software, there is no guarantee that *Bainisteoir – Hurling*© is compatible with all hardware and software.

L. Tailteann Games' Customer Support Policy is available on demand. This document details the support (including technical) that Tailteann Games offers *Bainisteoir – Hurling's* customers. Asides from what is stated within this document, Tailteann Games shall give no further guarantee of customer support.

M. By buying or trading any units of *Bainisteoir – Hurling*®, the end-consumer agrees to these terms and conditions.

N. *Bainisteoir – Hurling*® is a trademark of Tailteann Games Ltd. All rights reserved.

O. Tailteann Games' liability shall be limited to repairing or replacing, at its option, any defective product, which is returned, freight prepaid to Tailteann Games, according to the Merchandise Return Procedure. Buyer shall bear all responsibility for shipping charges and risk of loss or damage during transit to Tailteann Games. Products that have been subjected to abuse, misuse, alteration, neglect or unauthorised repair or installation, as determined solely by Tailteann Games, are not covered by this warranty.

P. Any alterations, addition, improvements or attachments to the product(s) not authorised in writing by Tailteann Games shall be deemed to be a waiver of this warranty by Buyer and shall render this warranty null and void. Tailteann Games shall, at its option, return repaired or replaced product(s) to Buyer, at its expense via regular ground service within Ireland. Shipping charges by all other methods and to all other destinations shall be borne by Buyer.

Q. The end-consumer acknowledges that the provisions, disclosures and disclaimers set forth above are fair and reasonable and their agreement to follow and be bound to them is not the result of fraud, duress or undue influence exercised upon them by any person or entity. Both parties agree that there are no representations, promises, warranties or undertakings by them or Tailteann Games contrary to those set forth above.

R. The maximum liability to the end-consumer for products purchased from Tailteann Games shall be limited to the purchase price they have paid for the products. Also, Tailteann Games will not be liable for any property damage, personal injury, loss of use, interruption of business, loss of profits, or other consequential, indirect, incidental, punitive or special damages. This applies to all situations however caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise, other than those damages that are incapable of limitation, exclusion or restriction under applicable law.

S. THIS RETURN POLICY IS NOT A WARRANTY. Tailteann Games reserves the right to change or to cancel it at any time before the product is available for sale. For all refunds, one needs to precisely follow the previous return procedures to ensure the return of their refund. One needs to also allow a reasonable period of time for the product to arrive at our warehouse and pass an inspection process. When their return is accepted, we will process their credit as soon as possible.

T. Title to software remains with the licensor of the software i.e. Tailteann Games Ltd.

U. These terms and conditions shall be interpreted under and governed by the laws of Ireland, without giving effect to conflicts of law rules.

V. Any additional or altered terms attached or adhering to a unit shall be null and void and without effect, unless agreed to in writing by Tailteann Games. These terms and conditions may not be modified, altered or amended without the written agreement of Tailteann Games.

W. If any provision of these terms and conditions is held to be illegal, invalid or un-enforceable, in whole or in part, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired. The terms and conditions stated herein are declared to be Severable.

X. This agreement may not be assigned without Tailteann Games' prior written consent. Tailteann Games is the intended beneficiaries of this agreement. If there is any inconsistency between this agreement and another agreement included with or relating to products purchased from Tailteann Games, this agreement shall take precedence.

Z. All further inquiries should be directed to: Fergal McDonnell, Tailteann Games, Tel: +353 67 48435, Email: fergal.mcdonnell@tailteanngames.com