



## **Slide Sledge® Hammers Limited Product Warranty Sales Agreement and Purchaser Acknowledgements:**

### **COVERAGE AND DURATION.**

Slide Sledge® hammers, excluding tips, are warranted against defects in material and workmanship for a period of One Year from date of purchase. Slide Sledge® tips are warranted against defects in material and workmanship for a period of 90 Days from date of purchase. Credit will be issued upon return and inspection of unit. There is a 15% restocking for all non-defective goods. **ASIDE FROM THE WARRANTY STATED ABOVE, ALL PRODUCTS ARE SOLD "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ANEROB, LLC dba PETERSEN BRANDS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACCEPTS ALL PRODUCTS AS IS.**

Purchaser will be solely responsible for determining the fitness and suitability of the product for any intended use. Seller, by this disclaimer, gives notice that any statement made by Anerob, LLC, its representatives, employees or agents in the sale of the product will not create any warranty that this product is fit for any particular purpose or intended use. Statements or descriptions are informational only, and not made or given as a warranty of the product in any way.

### **EXCLUSIONS.** This warranty does not cover:

- damages or repairs of any kind to any products, items or personal or other property resulting from use of the Slide Sledge® product
- damages or repairs of any kind to any products, items or personal or other property caused by accidents, abuse or misapplication of the Slide Sledge® product
- failure of the Slide Sledge® product to meet your requirements that differ from our specifications
- damages or repairs of any kind to any products, items or personal or other property caused by use of the Slide Sledge® product that is contrary to the instructions or documentation accompanying your Slide Sledge® product
- costs of shipment or delivery for any returns or repairs under this Limited Product Warranty
- damages or repairs of any kind to any products, items or personal or other property from fire, flood, moisture, heat, acts of God or causes beyond Anerob, LLC'S control

**QUESTIONS.** Please call our customer service representatives at 866-862-2508, write to us as at Anerob, LLC dba Petersen Brands, 6111 Miller Creek Rd, Missoula, Mt 59803 or contact us through our web site at [www.slidesledge.com](http://www.slidesledge.com).

**CLAIMS:** Purchaser must submit to Anerob, LLC any claim concerning Slide Sledge products, in writing, within **90 days** after the delivery of Slide Sledge tips, and within **1 year** after the date of delivery of Slide Sledge Hammers. Upon failing to submit a Claim within the requisite period of time, Purchaser acknowledges that it is barred from any remedy whether at law or in equity. No cash refunds will be issued. **UNDER NO CIRCUMSTANCES SHALL ANEROB, LLC BE LIABLE FOR ANY AMOUNT GREATER THAN THE PRICE PAID TO ANEROB, LLC.**

**CONTINGENCIES.** Purchaser acknowledges that all orders may be voided or modified by Seller should it be unable to fill any order due to causes beyond Anerob, LLC'S control. Such causes may include, but not be limited to, drought, disease, flood, fire, frost, hail, errors in count, labor relations, government regulations and restrictions of any kind or the inability to obtain materials, supplies, or product.

**MEDIATION OF DISPUTES.** Purchaser and Anerob, LLC agree that they will mediate before a mutually agreeable mediator any disputes arising from or relating to the obligations of the parties under the agreement to purchase product. No party may unreasonably withhold its consent to mediate before an identified mediator. Each party shall bear its own costs and attorney's fees of mediation. If the matter cannot be resolved with the aid of the mediator it shall be submitted to the American Arbitration Association for final and binding confidential arbitration. Any such mediation shall occur before any party seeks relief in arbitration and it is expressly acknowledged by Anerob, LLC and Purchaser that mediation is a necessary condition precedent to arbitration. The parties agree that no arbitration shall be filed unless and until the mediator declares, in writing, that mediation has reached an impasse.

In the event that Purchaser fails to give timely notice of any Claim, or fails to pay in whole or in part for product within thirty (30) days of shipment, Anerob, LLC is authorized to seek any and all remedies available at law or in equity in the Fourth Judicial District Court of Montana (Missoula County) notwithstanding any term herein to the contrary.

**ARBITRATION. ALL CONTROVERSIES, CLAIMS, DISPUTES AND MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THE PURCHASE OF PRODUCT FROM SELLER, OR THE RELATIONS BETWEEN ANEROB LLC AND PURCHASER, SHALL BE DECIDED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. PURCHASER ACKNOWLEDGES THAT MEDIATION IS A NECESSARY CONDITION PRECEDENT TO ARBITRATION.** The parties agree that the arbitration shall take place in Missoula, Montana, shall be governed by the laws of the State of Montana, shall be before a single arbitrator, and that the arbitrator shall apply Montana law, except as otherwise expressly provided herein. The award rendered by the arbitrator shall be final and judgment may only be entered upon it in accordance with applicable law in the Fourth Judicial District Court of Montana. The arbitrator may grant Anerob, LLC injunctive relief, including temporary, preliminary and permanent injunctive relief, in order to protect the rights of Anerob, LLC, but shall not be limited to such relief. The arbitrator shall award the substantially prevailing party its costs and attorneys fees. This provision for arbitration shall not preclude Anerob, LLC from seeking temporary or preliminary injunctive relief in a court in order to compel arbitration or to protect its rights pending a final determination by the arbitrator, nor shall the filing of such an action constitute a waiver by Anerob, LLC of its right to seek arbitration or any other rights it may have. In arbitration all parties acknowledge that special, consequential, incidental and punitive damages are unavailable, that the arbitrator is barred from awarding any such relief and that the liability of Seller regardless of the nature of Purchaser's Claim is the total purchase price, exclusive of shipping costs, actually paid by Purchaser to Anerob, LLC for product.

**APPLICABLE LAW.** The rights and responsibilities of Anerob, LLC and Purchaser shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Montana. Anerob, LLC and Purchaser agree and acknowledge that for all purposes, the relationship between them was made, entered into, and performed in the State of Montana, Missoula County, and that venue for any Claim is Missoula County, Montana as herein articulated. Purchaser agrees to submit to the personal jurisdiction of Montana Courts.

**ATTORNEY'S FEES.** Should either Anerob, LLC or Purchaser elect to enforce its rights under any agreement to purchase product, through arbitration, the substantially prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, against the other party.

**SEVERABILITY.** The within provisions are severable. If any provision of this acknowledgment or its application is held invalid, the invalidity shall not affect other obligations, provisions, or applications of this acknowledgment which can be given effect without the invalid obligations, provisions, or applications.