

Your LockJaw Synthetic Shackle is warranted to be free from defects in material and workmanship for a period of 1 year (warranty period) from date of purchase, or if you placed a special order with us from date of receipt of product. During the warranty period Fusion Tools, Inc. will, at its option, repair or replace without charge any part of our product found to be defective in material or workmanship (shipping cost may be subject to charge). This warranty does not extend to any product which has been subject to misuse, abuse, negligence, accident, alteration, improper installation, exceeding recommended weight limits, abrasion, scratches, discoloring, damaged caused by usage in temperatures below freezing, contact with items over 140 degrees Fahrenheit, wetness, extreme weather conditions, exposure to chemicals, removed or damaged identification markings and unauthorized repair. If product becomes structurally damaged immediately discontinue use.

ASSUMPTION OF RISK: YOU FULLY UNDERSTAND that: (a) PULLING, LIFTING and RIGGING WITH LOCKJAW SYNTHETIC SHACKLES IS AN ACTIVITY THAT INVOLVES RISK AND DANGER of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by your own actions, or inactions, the actions or inactions of others participating in the activities or the condition in which the use takes place; (c) there may be other risks and social and economic losses either not known to Customer or not readily foreseeable at this time; and (d) YOU FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, INJURIES, COSTS, AND DAMAGES YOU incur, or may incur, as a result of the use of LockJaw.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDY:

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AND TO THE EXTENT ALLOWED BY LOCAL LAW, Fusion Tools, Inc. PROVIDES NO WARRANTY WITH REGARD TO THE LockJaw PRODUCT YOU ARE PURCHASING AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, WHATSOEVER, EXPRESS OR IMPLIED. CUSTOMER'S EXCLUSIVE REMEDY FOR LOSS OR DAMAGE RESULTING FROM THE LockJaw YOU ARE PURCHASING, AND ANY OTHER SERVICES OR PRODUCTS PROVIDED BY LockJaw SHALL BE LIMITED TO THE ONE TIME REPLACEMENT OF THE PRODUCT(S) PURCHASED AS SET FORTH IN THE LIMITED WARRANTY ABOVE. IN NO EVENT SHALL LockJaw BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE. FURTHER, IN ADDITION TO ANY OTHER LIMITATIONS CONTAINED HEREIN, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER DAMAGES OR LOSSES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL WHETHER BASED IN CONTRACT OR IN TORT BASED OR ON ANY OTHER BASIS INCLUDING NEGLIGENCE.

RELEASE AND INDEMNITY: With the exception of the rights arising from the Limited Warranty set forth above, Customer hereby agrees to indemnify and hold Fusion Tools Inc., its employees, agents, servants, insurers and representatives) harmless of and from any claims related to any personal injury or property damage, which indemnity shall include any attorneys' fees or costs incurred in connection with defense of claims for personal injury or property damage, in any way arising from or related to this purchase by Customer. Customer hereby releases and discharges Fusion Tools of and from all liability, claims, personal injuries, demands, losses or damages to Customer or to third parties account caused or alleged

to be caused, in whole or in part, by the use of the LockJaw purchased by Customer ("Damages"), including any Damages based upon the negligence of Fusion Tools. Customer covenants and agrees not to sue Fusion Tools, Inc. for any Damages. Customer further agrees that if, despite the promises contained in this Agreement, Customer, or anyone on Customer's behalf, makes a claim of any kind against Fusion Tools, Customer shall indemnify, defend and hold harmless Fusion Tools of any from any Damages claimed against Fusion Tools and any litigation expenses, attorneys' fees, loss, liability, or cost which Fusion Tools may incur as a result of such claim, to the fullest extent permitted by law.

The invalidity in whole or in part of any of these terms and conditions shall not affect the validity or enforceability of any other term or condition.

These terms and conditions of purchase shall be governed and interpreted according to laws of the United States of America and Tennessee law. Any action to enforce this Agreement shall have as its venue solely and exclusively in, Sumner County, TN. By placing this order, Customer expressly consents to personal jurisdiction over Customer in the Tennessee courts. IN THE EVENT OF ANY LITIGATION ARISING OUT OF, OR TO ENFORCE THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.

The literature included with this product has been written for your safety. If you do not accept the terms and conditions herein do not use this product and return it within 7 days after purchase. By keeping this product, you are agreeing to these terms and conditions. If returning products, return them to the store of purchase within the warranty period. No returns will be accepted after the warranty period unless special provisions have been made with the store of purchase (see store of purchase for further details). If you purchased your product directly from Fusion Tools please contact the Fusion Tools Customer Service Department for a Return Merchandise Authorization (RMA) number and return shipping instructions. Products returned to Fusion Tools without an RMA number will not be accepted. After receipt of an RMA number, the defective product must be returned to Fusion Tools within 30 days of the RMA approval of it will result in loss of refund or replacement.