

PETOL™ GEARENCH Limited Warranty

WHAT IS COVERED

PETOL™ GEARENCH Tools are expressly warranted to you, the purchaser, to be free of defects in material and workmanship.

HOW LONG COVERAGE LASTS

This express warranty lasts for the lifetime of the PETOL GEARENCH tool. Warranty coverage ends when the tool becomes unusable for reasons other than defects in workmanship or material.

HOW CAN YOU GET WARRANTY SERVICE

To obtain the benefit of this warranty, contact a PETOL GEARENCH sales representative in Clifton, Texas.

PETOL GEARENCH • 4450 South Hwy. 6 • P. O. Box 192 • Clifton, TX 76634

WHAT WILL WE DO TO CORRECT PROBLEMS

Warranted products will be repaired or replaced, at PETOL GEARENCH's option, and returned at no charge to you, the original purchaser; or, if after three attempts at repair or replacement during the warranty period, the product defect in material or workmanship persists, you can elect to receive a full refund of your original purchase price for the product.

WHAT IS NOT COVERED

Defects, failures or conditions that are due to normal wear and tear, abuse or misuse, are not covered by this limited warranty. In addition, this limited warranty is in lieu of all other warranties, express or implied, verbal or written. To the maximum extent allowed by law PETOL GEARENCH disclaims all implied warranties, including implied warranties of merchantability and/or fitness for a particular purpose. PETOL GEARENCH also specifically denies any liability for any incidental damages and/or consequential damages, including but not limited to property damage to property other than the product itself, loss of sales, profits, down time, costs or any other damages measurable in money, whether or not included in the foregoing enumeration.

Please be advised that some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. This warranty gives you specific rights, and you may also have other rights, which vary, from state to state, province to province, or country to country.

ARE PERSONAL INJURIES COVERED

In the event you, someone working for you, or any other person sustain a personal injury as a result of using the PETOL GEARENCH tool, PETOL GEARENCH limits its potential liability for such a claim or injury to the fullest extent allowed by law, and disclaims and denies any liability for such personal injury.

Please be advised that some states do not allow the exclusion or limitation of liability for personal injuries, so the above limitation or exclusion may not apply to you, or the individual claiming injury.

NO OTHER EXPRESS WARRANTY APPLIES

This PETOL GEARENCH LIMITED WARRANTY is the sole and exclusive warranty, express or implied for PETOL GEARENCH products. No employee, agent, dealer or other person is authorized to alter, modify, expand or reduce the terms of this warranty or to make any other warranty on behalf of PETOL GEARENCH.

LAW APPLICABLE

All matters related to the sale and/or use of the PETOL GEARENCH tool that is the subject of this limited warranty, along with the construction and enforcement of the terms of this limited warranty itself, shall be subject to the substantive and procedural laws of the state of Texas, not the conflicts of laws provisions of Texas, but rather the laws of Texas themselves.

FORUM SELECTION CLAUSE

Any dispute arising out of the sale and/or use of the PETOL GEARENCH tool that is the subject of this limited warranty shall be presented in the form of a claim or lawsuit to the offices of PETOL GEARENCH in Clifton, Bosque County, Texas. No claim or suit may be brought against PETOL GEARENCH, arising out of the sale and/or use of the tool, or arising out of the terms of this warranty, except in such forum. Purchase and/or use of the PETOL GEARENCH tool makes you subject to the benefits and limitations of this limited warranty.

Accordingly, any writ, judgment or other enforcement, obtained from a jurisdiction, county, parish, state or federal court or other country, other than from the forum identified above, shall be void and unenforceable against PETOL GEARENCH.

ARBITRATION CLAUSE

In the event of dispute or claim arises out of the sale and/or use of the PETOL GEARENCH tool that is the subject of this limited warranty, or arises out of the interpretation or enforcement of the terms and conditions of this limited warranty, such dispute shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. If required to accomplish the purpose of this Arbitration clause, the purchaser hereby expressly waives any right to demand trial by jury.

COMPLETE AGREEMENT

This express limited warranty contains the entire agreement regarding express or implied warranties related to the PETOL GEARENCH tool that is the subject of it. No writing or language contained in the purchase order or any other document of the purchaser, or invoice of PETOL GEARENCH or any intermediate seller, shall be construed as modifying, in any way, the rights and liabilities contained in this limited warranty. PETOL GEARENCH expressly disclaims any obligations expressed in any customer purchase order or document that are contrary to the terms and limitations of this warranty.

SEVERABILITY

If any term or limitation contained in this limited warranty is deemed unenforceable by law, then that term shall be severed from the remaining portions of the limited warranty which shall remain enforceable.

All communications to PETOL GEARENCH regarding the use of the tool and any aspect of the sale of the tool or this limited warranty should be addressed to PETOL GEARENCH.

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