

Vermont Racing Axes Limited Warranty

VMT,LLC (VMT) products (the "Products") are intended for use as competition racing axes.

VMT,LLC warrants solely to the original customer (the "Customer") that its Vermont Racing Axe and its accessories (the "Products") shall be free of defects in material and workmanship for a period of **one year** from the date of Product purchase.

At VMT's option, a Product deemed defective may be repaired, replaced, or a refund of the purchase price for the Product issued to the Customer. The foregoing shall be the exclusive remedy under this warranty. This warranty does not cover damage attributable to normal wear and tear, misuse, neglect, improper care and maintenance, accident or other similar causes. Any handle breakage resulting from the handle striking the target instead of the axe head is not covered under the warranty. The Customer agrees to accept VMT's reasonable decision on all questions as to warranty and as to the exchange of the products or any parts thereof.

VMT shall have no liability under the above warranty if the total price for the product has not been paid.

VMT shall not be liable to its Customer or any other party under any circumstances for any consequential, special, incidental, punitive or indirect damages whether base upon a claim or action of contract, warranty, negligence, strict liability, indemnity or any other legal theory or cause of action, even if advise of the possibility of such damages. VMT's total monetary liability for any cause, regardless of the form of action, under or related to the Product (s) shall in no event exceed the total of all amounts paid by the Customer for the VMT Product (s) that are the subject of the claim.

Customer shall indemnify, defend and hold VMT and its owners, officer, employees and agents harmless from and against all claims, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any and all personal injury (including death or bodily injury), property damage and product liability matters relating to the use of the Products by Customer or any third party.