

PRODUCT LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

(Distributor to End-User / Buyer)

This Product Liability Waiver and Hold Harmless Agreement (the "Agreement") is entered into by and between the **Distributor** and the **Buyer** (collectively referred to as the "Parties") upon the purchase of any products from the Distributor.

The Distributor: AnuWaze Media, LLC located at The Woodlands Texas.

The Buyer: The individual, entity, or end-user purchasing and/or utilizing the Product(s).

1. Covered Product(s)

This Agreement applies to all goods, products, gear, equipment, or items manufactured by a third party and sold, resold, or distributed by the Distributor to the Buyer, including but not limited to "**all products purchased or received in-kind from Distributor**" (collectively referred to as the "Products").

2. Acknowledgment of Third-Party Manufacturing

The Buyer explicitly acknowledges and agrees that:

- The Distributor is **not** the manufacturer of the Products.
- The Distributor has no control over the design, engineering, materials, testing, manufacturing, workmanship, packaging, or original safety warnings of the Products.
- The Products are sold by the Distributor in their original, factory-packaged condition or as supplied by the third-party manufacturer.

3. Assumption of Risk and Release of Liability

To the maximum extent permitted by applicable law, the Buyer knowingly, voluntarily, and expressly assumes all risks associated with the use, operation, consumption, handling, or storage of the Products.

The Buyer hereby releases, waives, acquits, and forever discharges the Distributor, its owners, officers, directors, employees, and agents from any and all claims, demands, losses, causes of action, damages, lawsuits, or liabilities arising out of or related to:

- Product Defects:** Any actual or alleged defects in the design, manufacture, materials, or workmanship of the Products.
- Property Damage:** Any damage to real or personal property caused by the use, malfunction, or failure of the Products.
- Personal Injury:** Any bodily injury, illness, disease, or death resulting directly or indirectly from the use or consumption of the Products.

4. Sole Recourse Against Third-Party Manufacturer

The Buyer explicitly agrees that in the event of any product failure, malfunction, defect, property damage, or personal injury, the Buyer's **sole and exclusive legal and financial recourse shall be against the third-party manufacturer** of the Product.

The Buyer promises and covenants **not to sue** or initiate legal proceedings against the Distributor for any product liability claims, and will direct all requests for compensation, warranty repairs, or damages to the respective manufacturer's customer service or legal department.

5. Indemnification

If the Buyer, or anyone acting on the Buyer's behalf, breaches this Agreement by filing a lawsuit or making a claim against the Distributor for product-related damages, the Buyer agrees to indemnify, defend, and hold the Distributor harmless from any and all costs, legal fees, court expenses, or judgments incurred by the Distributor in defending against such claims.

6. Governing Law and Jurisdiction

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of **TEXAS**, without regard to its conflict of law principles. Any legal action arising under this Agreement must be brought exclusively in the courts located in **[Montgomery, The Woodlands, Texas]**.

7. Severability

If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

BY PURCHASING, ACCEPTING, OR USING THE PRODUCTS, THE BUYER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO THE TERMS OF THIS HOLD HARMLESS AGREEMENT.

DISTRIBUTOR:

Authorized Signature: _____

Date: _____

BUYER:

Signature: _____

Printed Name: _____

Date: _____