

## **Shapes Unlimited Claims Resolution Procedures**

**Choice of Law** – This warranty shall be controlled by the laws of the State of Ohio, without respect to its conflict of law provisions, and such laws will govern the interpretation of this warranty, claims for breach of it, and all other claims.

### **BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN (OR, IF A BUSINESS, YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES**

SHAPES hopes there will never be a dispute, but if a dispute arises, SHAPES agrees with you to try for 60 days, upon receipt of a Notice of Dispute, to resolve it informally. If SHAPES cannot resolve the issue, then any dispute over this warranty shall be decided by binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and you agree not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, requests for public injunctions, and any other proceeding or request for relief where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

If you have a dispute that our customer service representatives can't resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute indicating all the pertinent facts and relevant dates that give rise to your dispute to SHAPES UNLIMITED, ATTN: Customer Service, to 590 E. Western Reserve Road, Building #4C, Youngstown, OH 44514. This Notice of Dispute is a prerequisite to initiating any arbitration. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this Section.

**Arbitration Procedure** - The AAA will conduct any arbitration under its Commercial Arbitration Rules. In a dispute involving \$25,000 or less, any hearing will be telephonic or by videoconference unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business). The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim, but not relief that would affect non-parties. The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements; (iii) to enforce the prohibition on class, representative, private attorney general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this warranty.

This warranty gives you specific legal rights, and you may also have other rights, which vary state to state. Some exclusions, limitations or consequential damages may not apply to your specific jurisdiction. It is the responsibility of the end user to know these rights in their jurisdiction. If you have any further questions regarding SHAPES Limited Lifetime Warrant, please contact SHAPES Customer Service at (330) 726-0844, extension 110 and/or [customerservice@shapesunlimited.net](mailto:customerservice@shapesunlimited.net)