



DISCLAIMER OF LIABILITY

THIS IS A HIGH PERFORMANCE /RACE ONLY PRODUCT. USE AT YOUR OWN RISK. This product is not for use on highways. Do not use this Product until you (the “Buyer”) have carefully read this Disclaimer. Be sure to abide by all local, state and federal laws. The installation of this Product indicates that you have read and understand, and accept all of the terms of, this Disclaimer.

- Performance Motorsports/DPF Racing (the “Seller”) and all of its entities, shall not be responsible for the Product’s proper installation, use and service. Rather, the Buyer shall look solely to the dealer who installs the Product and/or programs the vehicle with respect to responsibility for the installation or application of the Product, the programming of the vehicle, and any service and support needed by the Buyer with respect thereto, as well as any damage that may be done to vehicle components as a result of modifications made by the dealer.
- The Buyer is responsible to fully understand the capability and limitations of his/her vehicle according to manufacturer specifications, warnings and instructions and agrees to hold the Seller harmless from any damage resulting from failure to adhere to such specifications, warnings and/or instructions. The Buyer is also responsible to obey all applicable federal, state, and local laws, statutes, and ordinances when operating his/her vehicle, and the Buyer agrees to hold Seller harmless from any violation thereof.
- The Seller’s Limited Warranty for this Product is the Buyer’s exclusive warranty and is in lieu of all other warranties, express or implied, except as may be required by applicable law. Without limiting the generality of the foregoing, the Seller shall not be liable for any breach of any other written or oral warranties given to the Buyer by any third party(ies) such as those (if any) given to the Buyer by dealers or distributors of the Product.
- Consult your vehicle warranty before using this Product. Under no circumstances will the Seller be liable for the voidance of the Buyer’s vehicle warranty. Rather, the Buyer assumes all risk and responsibility if an automotive manufacturer and/or dealer voids the Buyer’s vehicle warranty due to use of this Product.
- Operate your vehicle at all times in a safe manner. Regardless of any capability, feature or function of the Seller’s Products, the Buyer understands and acknowledges that it is the Buyer’s sole responsibility to ensure that (A) the motor vehicle is operated in a safe and legal manner, (B) the motor vehicle is not driven faster than the lower of the speed limit or the speed rating of the tires on the vehicle in which the Seller’s product is installed, and (C) the maximum RPM or speed rating of the engine is not exceeded while operating the motor vehicle. In no case will the Seller be held liable, and the Buyer assumes all risk and responsibility, for any property damage, personal injury and/or death that may occur in the event the Buyer operates the vehicle in an unsafe manner, violates the law or exceeds the above mentioned limits.
- Please check your local, state and federal laws to determine if you are within your rights to modify your vehicle’s controller. The Seller makes no representation or warranty, express or implied, that the use of its Products will comply with local, state, or Federal emission levels, noise levels or safety standards. The Buyer assumes all responsibility for such use and compliance.
- SELLER IS NOT LIABLE FOR AND HEREBY EXCLUDES ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS COVERED BY THIS DISCLAIMER.
- **The Seller’s Limited Warranty for this Product gives you specific legal rights, and you may also have other rights which may vary from state to state. Pertinent state law shall control for what period of time following the sale a consumer may seek a remedy under the implied warranty of merchantability or fitness for a particular purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you.**

_____	_____	Address
Signature	_____	Address 2
	_____	City/State/Zip
_____	_____	Telephone #
Printed Name	_____	Email Address

This waiver must be signed and returned for your order to ship.