## POWER PERFORMANCE GROUP LIMITED WARRANTY AND LIMITATION OF LIABILITY

## LIMITED PRODUCT WARRANTY

Power Performance Group Inc. warrants to the original purchaser of this product ("Purchaser") that this product will be free from defects in materials and workmanship for a period of three (3) years or thirty-six thousand (36,000) miles, whichever occurs first, from the date of purchase. If a defect in workmanship or materials is found in a product that has been **properly installed**, **used and maintained in the type of vehicle prescribed**, and such product has been returned to a seller authorized to sell Power Performance Group products within such warranty period, Power Performance Group will, at its discretion, repair or replace such product.

This warranty is void and Power Performance Group is not responsible for any costs of repair or replacement of any products or any damages caused by a product which has been subjected to misuse, abuse, improper application, improper installation, accident or normal wear, or for any product which has been repaired or altered by persons not expressly authorized or certified in writing by Power Performance Group to do so. <u>This warranty specifically excludes brake</u> rotor "warping" and other wear-related conditions that may occur during the normal use of the product. In no event shall such a warranty be more extensive in any manner than the limited Power Performance Group product warranty above. Power Performance Group shall not be liable for any errors, defects, or omissions in the design of any product sold hereunder, irrespective of whether such errors, defects or omissions in design result from acts or omissions of Power Performance Group, seller, purchaser, or some other third party.

This warranty does not cover, and Power Performance Group will not pay for or provide any labor or materials which may be necessary to remove a product or install a replacement product. This warranty is limited to the exchange of the product only, when returned <u>with the original</u> <u>purchase receipt in accordance with Power Performance Group's Terms and Conditions of sale.</u> No person is authorized by Power Performance Group to modify or add to this warranty.

## DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY

The warranty set forth above is in lieu of any other warranty, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

Power Performance Group will not be liable for any loss, damage, cost or expense, including without limitation any incidental or consequential damages of any kind, including those arising from personal injury, property damage or lost profits, whether based upon breach of warranty or contract, negligence or strict product or other tort liability, arising directly or indirectly in connection with the design, manufacture, sale, use or repair of the products (either separately or in combination with any other product or material) or from any other cause, other than for the cost of replacement of the product as provided in the limited product warranty above. In no event will Power Performance Group be liable to the purchaser for more than the purchase price of the product sold hereunder. The limited product warranty above is the only warranty provided to purchaser.