

DiabloSport Policy and Warranty Information

THIS END USER LICENSE AGREEMENT (the "Agreement") is an agreement between you, as the purchaser (the "Purchaser") of either the Diablo Module (the "Module") or the hand-held computer unit (the "Unit"), and as the manufacturer of the Product DiabloSport ("DiabloSport"). The Product and the Unit shall be referred to collectively herein as the "product" and DiabloSport Inc. shall be referred to herein as "DiabloSport".

1. **Acknowledgment and Acceptance of Agreement.** If you do not agree to the terms and conditions of this Agreement, do not use the Product. Instead, promptly contact the distributor from which you purchased the Product in writing, requesting a refund of the purchase price. Any use of the Product by you will constitute your agreement to the terms and conditions contained herein.
2. **Grant of License.** The parties hereto acknowledge that DiabloSport is granting a non-transferable restricted license to Purchaser to use the Product for the sole purpose of installation in Purchaser's vehicle. DiabloSport shall retain all title, ownership rights and intellectual property rights in and to the Product. Purchaser agrees that Purchaser shall not, directly or indirectly, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product. Purchaser further agrees not to permit any third parties to modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product.
3. **Disclaimer.** The Product is being sold with no warranties of any kind, express or implied. The Product is not endorsed by the manufacturer of your vehicle and there is no affiliation between DiabloSport and the manufacturer of your vehicle. Installation of the Product in your vehicle or use of the Product with your vehicle may limit or void your rights under any warranty provided by the manufacturer of your vehicle, and DiabloSport assumes no responsibility in such event. Any warranty not provided herein, and any remedy which, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose herein are expressly disclaimed.
4. **No Liability for Damages, Injuries or Incidental, Special or Con-sequential Damages.** Under no circumstances shall DiabloSport, or any other party related to DiabloSport, be liable to Purchaser or any other person for any damage to Purchaser's vehicle, loss of use of Purchaser's vehicle, or for personal injuries suffered by any person, or for any incidental, special or

consequential damages, whether arising out of negligence, breach of warranty, breach of contract, or otherwise. DiabloSport's liability for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by purchaser. Purchaser hereby releases DiabloSport from all liability, claims and damages associated with the Products, with the sole exception of DiabloSport's liability for the refund of the purchase price of the Product to Purchaser in the event that a court of competent jurisdiction determines the Purchaser suffered damages directly resulting from the malfunction of the Product.

5. Warranty. Notwithstanding the provisions of the End User License Agreement, DiabloSport warrants the Product to be free from all defects in material and workmanship for 2 years from the date of original purchase. This limited warranty applies only to the original Purchaser of the Product. This limited warranty does not cover damage caused by modification, alteration, repair or service of the Product by anyone other than DiabloSport, physical abuse, misuse, use in a manner contrary to the instructions, which accompany the Product, or any damage caused by acts of God. Contacting your Distributor or Dealer may make claims for repair service or replacement of the Product pursuant to this limited warranty. The Chip will either be repaired or replaced, at the option of DiabloSport, at no cost to Purchaser, if the defective Product is covered by this limited warranty. DiabloSport's liability pursuant to this limited warranty and for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by Purchaser, or, at DiabloSport's option, repair or replacement of the Product.
 - a. DiabloSport offers a 30 day satisfaction guarantee on all products.
 - b. DiabloSport products carry a 2 year warranty against defects in materials or workmanship.
 - i. DiabloSport's liability under this warranty shall be limited to the correction or replacement of any defective part or product in question which DiabloSport determines to be necessary.
 - ii. Warranty freight charges are the responsibility of the dealer distributor and/or customer.
 - iii. This warranty is to the original purchaser and is non transferable.
 - a. This warranty is void unless proof of purchase is submitted. Product must be purchased at a DiabloSport Authorized

Dealer in order to qualify for warranty.

- b. Removal of serial numbers and/or alteration of product or packaging will also void all warranties.
- c. DiabloSport shall not be held responsible for direct or indirect failures due to our product.
- d. DiabloSport shall not credit or repair any units that are not properly restored to the original backup upon time of return or may be VIN locked.
 - i. VIN locked units, or improperly restored units, will be returned to customer.
 - ii. It is the customer's responsibility to check any and all DiabloSport product to make sure the original backups have been restored to vehicles before the product shall be returned.
- e. Technical Support
 - i. DiabloSport customers should maintain adequate knowledge of the DiabloSport product line to be able to properly sell, and to service the needs of their customers.
 - ii. DiabloSport will provide technical assistance and advice directly to the dealer/distributor to enable them to answer and field technical questions.
 - iii. It is the responsibility of the dealer distributor to handle their own technical issues with customers, and not to direct them to DiabloSport
- f. Product updates
 - i. DiabloSport shall inform all customers of the latest product as soon as they are available. DiabloSport will inform customers on our website at www.diablosport.com.
 - ii. DiabloSport cannot be held accountable for any or all damages caused by using outdated product.
 - iii. Products that need updates will be handled in the following fashion:

1. DiabloSport will charge a labor and handling fee for products that are internet updateable or remotely updateable.

2. DiabloSport will not charge a fee for products that are not internet updateable or remotely updateable. Shipping charges may apply.

- iii. All products returned for update purposes must have a corresponding DiabloSport RMA number for processing.

g. Returns and RMA/RGA policies and procedures

- i. DiabloSport will not warranty, credit, or exchange any product returned without a valid RMA number.

1. All RMA numbers are issued by DiabloSport RMA department.

2. Defective units shall be repaired and returned in like kind. All units that must be re-furbished to like new condition are subject to labor and parts charges to be determined by DiabloSport.

- ii. Customers are subject to a 20% restocking fee for all product returned for credit.

- iii. All units on RMA MUST have conditions for which they were returned clearly labeled on the box, or given to a DiabloSport RMA representative at the time the RMA is issued.

6. State Law. Some states do not allow limitations of implied warranties, or the exclusion or limitation of incidental, special or consequential damages, so the above limitations may not apply to you. In such states, liability shall be limited to the greatest extent permitted by applicable law.

7. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal proceeding or action at law arising out of or construing this Agreement shall lie in the state or federal courts of Orange County, Florida, and the parties specifically waive any other venue.

DISCLAIMER Not legal for sale or use on any pollution controlled motor vehicles. Legal in California only for racing vehicles which may never be used upon a highway.

All DiabloSport products have a satisfaction guarantee. If in the first 30 days from date of purchase you are not satisfied with the results the Predator generates in your vehicle, simply restore the factory tune to your vehicle and return the Predator to the selling dealer. Pending examination of the tool by DiabloSport, you will receive a refund from your selling dealer. Under no circumstances will DiabloSport accept the return of a Predator unit that does not have a performance tune remaining in it.