

DISCLAIMER

READ CAREFULLY BEFORE INSTALLING ANY TS PERFORMANCE PRODUCT

REMEMBER THIS IS A HIGH PERFORMANCE PRODUCT. USE AT YOUR OWN RISK. FOR OFF ROAD USE ONLY.

Do not use this product until you have carefully read the following agreement. This agreement sets forth the terms and conditions for the use of the TS Performance product. The installation of this product indicates that the buyer has read and fully understands this agreement and accepts its terms and conditions.

DISCLAIMER OF LIABILITY

TS Performance, its distributors or dealers shall in no way be responsible for the product's proper use and service. The buyer of this system hereby waives all liability claims. The buyer acknowledges that he is not relying on the seller's skill or judgment to select or furnish goods suitable for any particular purpose and that there are no liabilities which extend beyond the description on the face hereof, and the buyer hereby waives all remedies or liabilities, expressed or implied arising by law or otherwise, (including without obligations of the seller with respect to fitness, merchantability and consequential damages) or whether or not occasioned by the seller's negligence.

The seller disclaims any warranty and expressly disclaims any liability for personal injury or damages. The buyer acknowledges and agrees that the disclaimer of any liability for personal injury is a material term for this agreement and the buyer agrees to indemnify the seller and to hold the seller harmless from any claim related to the item of the equipment purchased. Under no circumstances will the seller be liable for any damages or expenses by reason of use or sales of any such equipment.

The seller assumes no liability regarding the improper installation or misapplication of its products. It is the installer's responsibility to check for proper installation and if in doubt the manufacturer is to be contacted.

LIMITED LIFETIME WARRANTY

STATEMENT POLICY

The warranty policy is the best warranty within the high performance diesel industry.

All **TS Performance** products have been inspected, tested and trial in the factory laboratories and on the field.

Nothing in this Statement of Policy shall alter or enlarge the terms of warranties, obligation or liabilities of these products.

TS Performance is not responsible or liable for any products damaged or destroyed due to improper installation.

TERMS OF WARRANTY

The defective product must be freight prepaid and returned to **TS Performance** for further investigation, otherwise this warranty shall be deemed null and voided and of no effect.

This warranty is void on any products that show evidence of misapplication, negligence, improper installation, and abuse, lack of proper maintenance or alteration from its original design.

In no event will **TS Performance** be liable for any consequential or incidental damages for breach of any express or implied warranty on the product.

This warranty is not transferable or assignable.

TS Performance is not responsible or liable for any products damaged or destroyed due to improper installation.

IN THE EVENT THAT THE BUYER DOES NOT AGREE WITH THIS AGREEMENT: THE BUYER MAY PROMPTLY RETURN THIS PRODUCT IN A NEW ANDN UNUSED CONDITION WITH A DATED PROOF OF PURCHASE TO THE PLACE OF PURCHASE WITHIN TEN (10) DAYS FROM DATE OF PURCHASE FOR A FULL REFUND.