

NOTICE REGARDING PRODUCT WARRANTY AND CUSTOMER RELEASE

Please Read

1. Limited Warranty on Jasper Products. Other than those warranties contained in the Jasper Engine Exchange, Inc. (“Jasper Engine”) standard terms and conditions and delivered in relation to the sale of the products and those warranties contained herein, Jasper Engine disclaims any warranty or liability for personal injury or damages, damages to any vehicle, and expenses incurred.

2. Pass-Through of Third Party Warranty. Jasper Engine will, to the extent permissible, pass through the benefit of any and all available warranties from the applicable original equipment manufacturer (if any), provided, however, that under no circumstances will Jasper Engine be liable for any labor charged or travel time incurred in diagnosis for defects, removal, or reinstallation of the product, or any contingent expenses related to the third-party warranty.

3. Use of Product. Products covered by this notice are designed and intended solely for legally organized and sanctioned, closed-course, off-road competition use and are not for use on public streets, roads, or highways. Use on public or private streets, roads, or highways in the United States is strictly prohibited and is a violation of federal and certain state (including but not limited to California) environmental laws. Incorrect use of these products may also violate local, state and federal laws relating to emissions, traffic, registration, and safety. In purchasing and installing the products, the vehicle operator accepts sole responsibility for the safe, proper, and legal use of the vehicle at all times.

4. No Waiver or Modification. No salesman, officer, agent, or representative of Jasper Engine is authorized to waive or modify this warranty disclaimer and limitation of damages. Further, no representation, promise, description of goods, or affirmation of fact made by any salesman, officer, agent, or representative of Jasper Engine shall be effective to any extent whatsoever to waive or modify this warranty disclaimer and limitation of damages.

5. Damage to Vehicle; Voiding of Factory Warranty. Use of these products may damage or destroy mechanical/electrical components of the vehicle and may void or nullify the vehicles factory warranty.

6. Release of Liability; Indemnification. The purchaser, on behalf of itself and any end user, vehicle operator, or other affected party, hereby releases Jasper Engine from any and all claims, damages, causes of action, injuries, and expenses resulting from or relating to: (i) the use or installation of these products in violation of this notice, (ii) the terms and conditions of sale, (iii) the product disclaimer, and/or (iv) the product installation instructions. The purchaser shall indemnify and hold harmless Jasper Engine from any and all claims and demands incurred by any such end user, vehicle operator, or other affected party as a result of or arising directly out of or in connection with items (i)-(iii) above. JASPER ENGINE WILL NOT BE LIABLE FOR ANY INDIRECT, DIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STATUTORY, OR INCIDENTAL DAMAGES OR FINES CAUSED BY THE USE OR INSTALLATION OF THIS PRODUCT. BY PURCHASING THIS PRODUCT, PURCHASER IS ASSUMING ALL RISK, LIABILITY, AND CONSEQUENCES THAT MAY RESULT FROM ITS SALE, PURCHASER, INSTALLATION, OR USE.