

LIMITED WARRANTY FOR HARD PARTS

READ THESE LIMITED WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING AND/OR USING THE PRODUCT. BY INSTALLING AND/OR USING THE PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS.

- ***What Does This Warranty Cover?*** This warranty is extended by the manufacturer (“Manufacturer”) with the cooperation and assistance of the reseller, Derive Power, LLC (“Derive”), and covers any defects in material or workmanship in any hard parts, including but not limited to pillar pods, cold air intakes, MAFs and windshield mounts (each, a “Product”), as well as any related parts and accessories (collectively with the Product, a “Product Kit”), purchased from Derive, subject to the following conditions and limitations. Notwithstanding the foregoing, the terms “Product” and “Product Kit” as used herein shall not include any turbo chargers, exhaust manifolds or installed/installable software, all of which are covered by a separate warranty and/or license agreement.
- ***How Long Does The Coverage Last?*** This warranty lasts for a period of one (1) year following the date of original purchase of the Product or Product Kit by the end-user customer (the “Customer” or “you”). Proof of purchase date can be established by presenting a proof of purchase from Derive at the time of your submission of a warranty claim. If you submit a timely warranty claim to Derive, and if Derive satisfies Manufacturer’s obligations under this warranty by repairing your Product or providing you with a replacement Product, then your warranty coverage hereunder will be for the longer of (a) the balance of the original one-year warranty period or (b) 60 days after the repaired or replaced Product is shipped to you. *All implied warranties, including warranties of merchantability and fitness for a particular purpose, to the extent the same cannot be legally disclaimed under applicable law, are limited to the warranty period set forth above.*
- ***What Will Derive Do?*** Derive will, at its option, and as its sole obligation under this warranty, replace, repair or refund the purchase price of any Product or Product Kit that is determined by Derive to have a defect(s) in material and/or workmanship *provided* that Derive is notified of the claim within the warranty period provided herein. Derive may use used or repaired materials for making warranty repairs and if a replacement Product of the same model is not reasonably available, Derive may substitute a substantially similar replacement product. Derive will not be liable for, nor will it reimburse the Customer for any fees, costs, charges or expenses for shipping and/or handling associated with the return to Derive of any Product sent in for replacement, repair or refund unless Derive has inspected such Product and confirmed that the claim is covered by this warranty (and, in such event, reimbursement of such amounts is subject to the terms of Derive’s Pricing, Ordering and Returns Policy). If you would like Derive to ship a replacement Product prior to Derive’s verification of the claimed defect, a replacement Product will be cross-shipped to you at the time the RMA is created with a deposit equal to the retail price of the Product (and if the nonconforming Product is determined by Derive to be covered by this warranty, the deposit will be refunded). Provided that Derive satisfies the foregoing obligations, you will be required to pursue any further recourse you might have relating to the Product or Product Kit against the Manufacturer.
- ***What Does This Warranty Not Cover?*** Any damage, defect or malfunction caused by abuse, misuse, neglect, negligence, vandalism, accident, act of God (*e.g.*, flood, fire, lightning, war), or other cause beyond the reasonable control of Derive and/or Manufacturer is/are not covered by this warranty. Also, any damage, defect or malfunction resulting from faulty or improper installation of the Product, alteration or modification of the Product, use of accessories or attachments not included in the Product Kit or otherwise specifically approved for such use by Manufacturer or Derive, improper storage or handling of the Product, failure to operate, maintain and/or repair the Product in accordance with Derive’s, Manufacturer’s and the vehicle manufacturer’s instructions, or use of the Product in an application other than as published in Derive’s and/or Manufacturer’s technical and promotional materials, is/are not covered by this warranty. To the extent the installation of the Product affects the power and/or performance of the Customer’s vehicle, Customer agrees that Derive and Manufacturer are not responsible for any additional wear and tear to any components or parts of the Customer’s vehicle (including but not limited to engine, transmission, suspension, brakes and tires) due to installation or use of the Product.

- ***Limitation of Damages.*** NEITHER DERIVE NOR MANUFACTURER IS LIABLE FOR AND THEY BOTH HEREBY EXCLUDE ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATING TO THE PRODUCTS COVERED BY THIS WARRANTY, EVEN IF DERIVE OR MANUFACTURER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION COVERS, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE, OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY CUSTOMER, DAMAGES TO ELECTRONIC EQUIPMENT, AND CLAIMS BY THIRD PARTIES. DERIVE SHALL NOT BE LIABLE FOR ANY LABOR CHARGES, LOST TIME, OR OUT-OF-POCKET COSTS OR EXPENSES INCURRED BY THE CUSTOMER IN CONNECTION WITH THE INSPECTION, EXAMINATION, DIAGNOSIS, REMOVAL OR RE-INSTALLATION OF THE PRODUCT, WHETHER IN CONNECTION WITH ANY WARRANTY CLAIM OR OTHERWISE. IN NO EVENT SHALL DERIVE OR MANUFACTURER BE LIABLE TO THE CUSTOMER FOR AN AMOUNT GREATER THAN THE PURCHASE PRICE FOR THE PRODUCT.
- ***Exclusive Remedy.*** *This is your exclusive warranty and supersedes and is in lieu of all other warranties, express or implied, all of which are (a) disclaimed by Derive and Manufacturer and (b) waived, released and renounced by the Customer, except as may be required by applicable law. Without limiting the generality of the foregoing, Derive shall not be liable for any breach of any other written or oral warranties given to you separately by Manufacturer or any third party(ies) such as those (if any) given to you by third party installers of the Products.*
- ***What Are Your Responsibilities?*** You are responsible for performance of all scheduled and manufacturer-recommended maintenance to your vehicle. This includes but is not limited to monitoring and replacement of all fluids, filters and other parts that require periodic replacement. You are also responsible for notifying Derive within a reasonable time (and in no event more than 15 days) after discovery of any defect in your Product or Product Kit giving rise to a warranty claim hereunder. If you contend that the Product or any component in the Product Kit is/are responsible for any mechanical or other problems with your vehicle, you must notify Derive and allow Manufacturer the opportunity to inspect the vehicle and verify/diagnose its condition *before* you make any repairs or alterations to the vehicle. Without limiting the other terms and conditions of this warranty, and any other defenses that Derive may have, you understand and agree that your recourse, if any, for damage to your vehicle will be solely against Manufacturer and not Derive.
- ***How Do You Make a Warranty Claim?*** To initiate a claim under this warranty, you can either log on to the Derive website and follow the warranty claim instructions or you can call [Insert Number] and instructions will be provided. The Customer must (a) obtain a Return Merchandise Authorization (RMA) number from Derive prior to returning any Product or Product Kit, (b) include the RMA number (and proof of purchase from Derive) and (c) be responsible for and prepay any shipping expense in connection with the return of any Product or Product Kit to Derive. Any returns, including returns for reasons other than warranty claims (*e.g.*, the Customer ordered the wrong Product), are subject to Derive's Pricing, Ordering and Returns Policy which can be found on the Derive website. Non-warranty claim returns will result in a restocking fee equal to 25% of the suggested retail price of the Product or Product Kit.
- ***Can This Warranty Be Transferred?*** This warranty is not transferable and applies only to the consumer who originally purchased the Product.
- ***How Does State Law Apply?*** This warranty 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 limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Also, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.