



EMPIRE PERFORMANCE ENGINEERING

Product Warranty / Disclaimer / & Liability Waiver Agreement

Important: THIS IS A HIGH-PERFORMANCE PRODUCT, USE AT YOUR OWN RISK. DO NOT USE THIS PRODUCT UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING ADVISEMENT & AGREEMENT.

Some Empire Performance Engineering (EPE) products are designed for "Off-Road and competition use only". Use of these products on Federal or State Highway is a violation of the Federal Clean Air Act.

Use of a high-performance product may void your vehicles manufacturer's warranty.

The BUYER acknowledges that no reliance upon the SELLER'S (EPE) skill or judgment to select or sell any goods is suitable for the buyer's particular purpose and that there are no liabilities, expressed or implied, arising by law or otherwise, including without any obligations of the SELLER with respect to fitness or merchantability or consequential damages, and shall therefore not hold the SELLER as negligible for any purpose whatsoever.

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 equipment purchased. **UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY DAMAGES OR EXPENSES BY REASON OF USE OR SALE OF ANY SUCH EQUIPMENT.**

The SELLER assumes no liability regarding the improper installation or misapplication of its products. It is the BUYER/installer's responsibility to check for proper installation and if in doubt contact the SELLER.

EPE provides a limited warranty as to description, quality and performance as product is advertised to provide. The warranty is not transferrable. This warranty applies only to the original purchaser of the part and only as long as the part is still installed in the vehicle for which it was originally purchased. This warranty is limited for a period of 18 months and does not include product damage caused by outside influences including but not limited to; misapplication, foreign object damage, contamination or misuse.

BUYER acknowledges that he/she has been advised of the limited warranty, release of any liability on the part of the SELLER, has been advised that installation of any high-performance product may voided a new vehicle's warranty, and that application of high-performance products are not for use on any state or federal highway and that doing so could result in a fine of up to \$27,500 per vehicle along with other possible penalties.

By purchasing any of the products herein, you are agreeing to these terms and conditions.