

GenTek Performance, LLC Disclaimer & Absolute Release & Compliance Affidavit

As the "Customer" I hereby represent that I have read and completed the required procedures and checks and that I have full authority to authorize the testing/tuning of this vehicle and to enter into this Waiver/Release/Compliance Affidavit.

- US MARKET CUSTOMERS: Pursuant to the Clean Air Act 1970 - In the US Market, deleting emissions control devices is ILLEGAL. Our services do NOT require the use of aftermarket downpipes/catalytic converter deletes.
- GenTek Performance, LLC has made you aware that they offers emission compliant options for any vehicle driven on public roads. [REDACTED]
- **THIS IS A RACE ONLY TUNE/MODIFICATION AND SOLD FOR VEHICLES DESIGNED TO BE USED SOLELY FOR COMPETITION PURPOSES. ONCE THIS MODIFICATION/TUNE IS INSTALLED, THE VEHICLE MAY NEVER BE USED, OR REGISTERED OR LICENSED FOR USE, ON A PUBLIC ROAD OR HIGHWAY. DELETED EMISSIONS CONTROL DEVICES ON THIS VEHICLE AND TUNE ON THIS VEHICLE MAKE IT ILLEGAL FOR USE OF THE VEHICLE ON A PUBLIC ROAD OR HIGHWAY. YOU WILL VIOLATE THE CLEAN AIR ACT AND MAY BE SUBJECT TO PERSONAL CIVIL OR CRIMINAL LIABILITY, INCLUDING FINES OF UP TO \$4,819 PER DAY IF YOU USE THIS VEHICLE FOR ANYTHING OTHER THAN OFF-ROAD TRACK/COMPETITION USE.** [REDACTED]

IT IS THE RESPONSIBILITY OF THE VEHICLE OWNER TO ENSURE THAT THIS VEHICLE IS USED IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

- By requesting a Custom Tune from "GenTek Performance LLC", you, as the "Customer", hereby represent that you understand the inherent risks of testing and tuning (Dynamometer and/or OFF-ROAD TRACK USE) and that you have full authority to authorize the testing/tuning of this vehicle and to enter into this Waiver/ Release.
- You understand that some or all of these parts and/or tuning may not comply with your country's Federal, State, Province, and/or Local laws, ordinances, and regulations. You (The "Customer") take responsibility to ensure that any modifications or upgrades that you have done to your vehicle conform to all applicable laws and regulations for road use, especially pertaining to safety and emissions. You acknowledge GenTek Performance, LLC has made you aware that certain parts are intended for **Racing Competition Only** and not meant to be used on a road car. You absolve GenTek Performance, LLC for any and all burden of responsibility in ensuring your car satisfies regulations set forth by Federal, State, and/or Local governing agencies. This waiver of compliance shall be in force for all past, current, and future purchases from GenTek Performance, LLC.
- You are aware that all dynamometer tests are intended to be and will be at maximum performance and at wide-open throttle, thus applying stress similar to that which the vehicle would experience during operation on a TRACK/COURSE and is therefore susceptible to the same risks which may cause engine, power train and/or tire/wheel failure or damage.
- As the "Customer" you know and accept the risk of running your vehicle on a dynamometer or OFF-ROAD TRACK/COURSE for the purposes of tuning. You acknowledge/assure "GenTek Performance, LLC" that this vehicle WILL NOT BE DRIVEN ON PUBLIC ROADS; is for OFF-ROAD USE ONLY and; WILL NEVER BE USED IN AN ILLEGAL MANNER OF ANY KIND. You, the "Customer", assume all liability for you and your vehicle. **This product/service may not be legal in your state/country.**
- As the "Customer" you hereby represent that you know the condition of the vehicle and you assure that it is in acceptable condition to run on the Dynamometer or OFF-ROAD TRACK/COURSE for the purpose of testing/tuning. You are hear-by advised that "GenTek Performance, LLC" does not know, nor assumes any such knowledge of the condition of the vehicle being tested/tuned and you nevertheless, agree to have your vehicle run on the Dynamometer or OFF-ROAD TRACK COURSE for tuning purposes. As the "Customer" you represent that all parts of the vehicle are in good condition and are capable of full power and full throttle performance during any testing/tuning being performed.

GenTek Performance, LLC Disclaimer & Absolute Release & Compliance Affidavit

- Therefore, you hereby release "GenTek Performance, LLC" from any and all liability of any nature for damage or other losses which may be sustained as a result of the testing/tuning on a Dynamometer or OFF-ROAD TRACK COURSE for the purposes of testing/tuning (or for any other reason) and that NO warranty of any kind (written or oral) is offered, expressed or implied in any way by "GenTek Performance, LLC".
- You again assure "GenTek Performance, LLC" that your vehicle being tuned or modified is being used for OFF-ROAD / LEGAL RACING purposes ONLY and will NOT be driven on public roads. You again assure GenTek Performance, LLC that you have NOT deleted or attempted to defeat any emissions equipment for a road-going vehicle and that your vehicle is a competition use only vehicle and that it will NOT be used on public roads.
- You understand that this is a CUSTOM TUNE and NOT an Off The Shelf (OTS) map. The tune is built from scratch, based on your stock file. Because of the nature of custom tuning, there will be several revisions needed to properly tune the engine for maximum performance and maximum safety. There are many variables involved in the tuning process and each engine and setup are different (as well as fuel quality) and can sometimes pose issues during the tuning process that may require extra time to dial-in perfectly. NO REFUNDS will be given due to length of time of the tuning process (OR FOR ANY OTHER REASON) and there shall be NO expectations of how many revisions will be needed to finish the custom tune. Please understand that, while we take every measure to be as timely as possible, the tuning process is not instant.
- The Custom Tune is NOT transferrable if/when you sell your car. This agreement is between "GenTek Performance, LLC" and you the "Customer". If you do sell your car, please understand that we are in no-way obligated to transfer our services to the new owner of the car. If the new owner wishes to keep the Custom Tune from us, they will have to go through the process as a new client. This is mainly for engine safety reasons, as we have no way of tracking what parts may have been taken off the car or added. There are also differences in fuel quality from place-to-place, different elevations/ambient conditions and the new owner will likely not be sourcing their fuel from the same place and therefore can cause issues with a custom tune that was setup for a specific fuel.
- We agree to support the custom tune for 30 days following the purchase date for tuning adjustments. Tuning adjustments, not full retunes, after 30 day will be \$199.00. GenTek Performance, LLC reserves the right to terminate any and all agreements without notice.
- All purchases are final, non-refundable and non-transferable. If you fail to adhere to any part of the Terms and Conditions / Waiver / Vehicle Compliance Affidavit as agreed to: WE RESERVE THE RIGHT TO TERMINATE THE TUNING PROCESS IMMEDIATELY and there will be NO REFUNDS - which includes violating local/state/provincial laws pertaining to on-road use/emissions. Other causes of termination of this agreement could be one of, but not limited to the following: You "The Customer" is not participating fully in the working relationship, "The Customer" seriously deviating from the proposed system and/ or process, "The Customer" causing system/communication disruptions, neglecting to adhere to standard operating procedures (as listed in this agreement) or whatever other infraction GenTek Performance, LLC deems to be harmful to the working relationship of both GenTek Performance, LLC and "The Customer".
- GenTek Performance, LLC has a ZERO ABUSE policy. If there is any abusive language or bullying behavior, instant termination will result and there are NO REFUNDS. Abusive behavior/language WILL NOT BE TOLERATED IN ANY WAY, SHAPE OR FORM. Please be polite and professional.
- Do NOT share datalogs or tunes on the internet in random forums/groups or otherwise.
- The parties agree to execute this Agreement via facsimile, email, e-signature or such other electronic methods as the parties may agree and any legible electronic copy of this Agreement and any signatures (including electronic signatures) are considered for all purposes as an original. If signatures are executed in counterpart, each counterpart is deemed an original and all of which constitute one and the same instrument. A party executing this Agreement through electronic methods agrees that for all purposes under the E-Sign Act of 2000 and the Uniform Electronic Transaction Act (and any state corollaries), such party affixed their electronic signature to the Agreement and that the signature was made with the intent to sign and be bound by the Agreement.

GenTek Performance, LLC Disclaimer & Absolute Release & Compliance Affidavit

Refund Policy:

- NO REFUNDS will be given due to length of time of the tuning process (OR FOR ANY OTHER REASON) and there shall be NO expectations of how many revisions will be needed to finish the custom tune. Please understand that, while we take every measure to be as timely as possible, the tuning process is not instant. All purchases are final, non-refundable and non-transferable.
- Lost File / Deletion Notice: We are NOT responsible for lost/deleted files

I am aware that all tests are intended to be and will be at maximum performance and at wide-open throttle, thus applying stress similar to that which the vehicle would experience during operation on the road/track and is therefore susceptible to the same or greater risks as on the road/track which may cause engine, power train and/or tire/wheel failure or damage.

As the "Customer" I know and accept the risk of running my vehicle on the dynamometer and/or street tuning.

As the "Customer" I hereby represent that I know the condition of the vehicle and I assure that it is in acceptable condition to run on the Dynamometer. I have been advised that GenTek Performance, LLC is not responsible for any damage tuning may cause. I nevertheless, agree to have a Pre-Dyno Inspection performed by a GenTek Performance, LLC technician to help ensure my vehicle is safe to run on the Dynamometer or Street Tune performed. As the "Customer" I represent that all parts of the vehicle are in good condition and are capable of full power and full throttle performance during any testing/tuning being performed.

I hereby authorize and release the dynamometer tests and/or service work to be done along with the necessary materials, parts and labor and hereby grant GenTek Performance LLC and its employee's permission to operate the vehicle or combustion engine herein described in the document below on the dynamometer or street, for the purpose of testing and tuning. I hereby acknowledge and voluntary release and forever discharge, GenTek Performance LLC, its employees, directors and officers from any and every claim, demand, action or right of action of whatever kind or nature, either in law or equity, arising from or by reason of any bodily or personal injury, death or property damage, known or unknown, resulting to or resulting from the owners/operators of dynamometer test equipment. This release also includes, but is not limited to, any claim against GenTek Performance LLC for first aid, medical treatment or services rendered during participation in the test of this vehicle. Testing and tuning on the Dyno and/or street will push your vehicle to its mechanical limits. It is your responsibility to ensure that your car is in good working order and capable of handling the stresses incurred when your car's limits are reached. GenTek Performance LLC and its employees, directors and officers are in no way responsible for ANY damage to your vehicle incurred before, during or after your vehicle is operated on the Dyno.

By approving and signing this waiver I hereby acknowledge that I am aware of the potential risks involved with Dyno testing / street tuning and that I waive any and all claims against GenTek Performance LLC, its employees, directors and officers for ANY damage to my vehicle as a result thereof.

GenTek Performance LLC reserves the right to decline or discontinue dynamometer services for any reason at any time. **If a tune session cannot be completed due to customer installed part issues or mechanical issues, full fee will be charged.**

I understand that due to the nature of testing to be performed on my automobile by the undersigned, there is a potential risk of damage to my automobile and its performance, and I am assuming this risk.

Signature: _____ **Date:** _____

GenTek Performance, LLC Tuning Vehicle Information Sheet

Please complete ALL of the following vehicle information:

Vehicle Make _____ Vehicle Model & Year _____

Engine Type _____ Rev Limit Requested _____

Transmission _____ Auto or Manual _____

Injector Size # _____ Turbo, S.C. or N/A _____

Has your vehicle been on the dynamometer before? ___Yes ___No

Is your vehicle: _____Front Wheel Drive _____Rear Wheel Drive

Describe modifications made to the power train (include air filters, exhaust, modifications, cam gears, cams, etc.):

GenTek Performance LLC reserves the right to decline or discontinue dynamometer services for any reason at any time. **If a tune session cannot be completed due to customer installed part issues or mechanical issues, full fee will be charged. If mechanical issues arise and need to be fixed to continue tuning, the customer will be billed at a rate of \$150.00/hour if GenTek Performance, LLC makes the repairs. This includes changing spark plugs, topping off fluids, fixing leaks. Customers may not make repairs to vehicles on GenTek Performance, LLC property.**

By signing this waiver, I hereby authorize and release the above dynamometer tests and/or service work to be done along with the necessary materials, parts and labor and hereby grant you and your employees permission to operate the above vehicle herein described above in the document on the Dynojet , streets, highways or elsewhere for the purpose of testing. I hereby acknowledge and voluntary release and forever discharge GenTek Performance LLC and their employees from any and every claim, demand, action or right of action of whatever kind of nature, either in law or equity, arising from or by reason of any bodily or personal injury, death or property damage, known or unknown. This release also includes, but is not limited to, any claim against GenTek Performance LLC for first aid, medical treatment or services rendered during participation in the test of this vehicle.

PRINTED NAME: _____

SIGNATURE _____ DATE: _____

ADDRESS: _____

EMAIL ADDRESS _____ PHONE # _____

I understand that due to the nature of testing to be performed on my automobile by the undersigned, there is a potential risk of damage to my automobile and its performance, and I am assuming this risk.