

# THIS IS A HIGH PERFORMANCE PRODUCT. USE AT YOUR OWN RISK.

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

## DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

PSI Power, Inc and its successors, distributors, jobbers, and dealers (hereafter "SELLER") shall in no way be responsible for the product's proper use and service. It is the installer's responsibility to check for proper installation and if in doubt, contact the manufacturer. The SELLER assumes no liability regarding the improper installation or misapplication of its products. BUYER ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY TO FULLY INSPECT THE PRODUCT. ACCORDINGLY, BUYER ACKNOWLEDGES THAT THE PRODUCT IS BEING SOLD IN "AS IS/WHERE IS" CONDITION AND WITH ALL FAULTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO EXPRESS WARRANTIES WITH RESPECT TO THE GOODS, AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE LIKEWISE HEREBY EXPRESSLY AND FULLY DISCLAIMED. SELLER SHALL NOT BE HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WITH RESPECT TO THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, LOSS OF PRODUCTION, PROPERTY DAMAGE, PERSONAL INJURY OR LOSS OR DAMAGE RESULTING FROM INTERRUPTION OR FAILURE IN OPERATION OF THE PRODUCTS) AND BUYER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH LIABILITY CLAIMS. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMER OF LIABILITY CONTAINED HEREIN IS A MATERIAL TERM OF THE SALE OF THE PRODUCT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, CONTROVERSIES, LIABILITIES, FINES, LOSSES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES, EXPERT WITNESS EXPENSES AND LITIGATION EXPENSES) ARISING FROM OR RELATED TO SELLER'S PRODUCTS.

## LIMITED 3 YEAR WARRANTY

PSI Power, INC. (hereafter "SELLER") warrants that the product supplied shall conform to SELLER's specifications and shall be free from defects in design, material or workmanship for 3 years to the original BUYER. This warranty shall not be extended, transferred, assigned or varied except by a written instrument signed by SELLER and BUYER. Products that have been returned to SELLER during the warranty period and accompanied by a dated proof of purchase receipt, with shipping and handling paid by the BUYER, and found to be defective in design, material, or workmanship, in SELLER's sole discretion, may be repaired or replaced at SELLER's option and cost. All warranty claims hereunder are subject to approval by SELLER upon examination of the product. If the product is found not to be defective by SELLER, the product may be returned to BUYER at BUYERS cost. Under no circumstances shall the SELLER be liable for any labor charged or travel time incurred in diagnosis for defects, removal, or reinstallation of this product or any other expenses. This warranty is void on any products that show evidence of misapplication, negligence, improper installation, abuse, lack of proper maintenance or alteration from its original design.

IN THE EVENT THAT THE BUYER DOES NOT AGREE WITH THIS AGREEMENT, THE BUYER MAY PROMPTLY RETURN THIS PRODUCT, IN A NEW AND UNUSED CONDITION, IN THE ORIGINAL PACKAGING, WITH A DATED PROOF OF PURCHASE, TO THE PLACE OF PURCHASE WITHIN (30) DAYS FROM THE DATE OF PURCHASE FOR A FULL REFUND. THE INSTALLATION OF THIS PRODUCT INDICATES THAT THE BUYER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS