

Vehicle Performance Package Limited Warranty

Effective Date: January 1, 2008

Katech Performance (Katech) warrants all parts and workmanship for a period of (12) twelve months or 12,000 miles, whichever comes first (Warranty Period), when put into normal use. The Warranty Period begins on the invoice date of the warranted vehicle. Katech's obligation under this warranty shall be limited to repair or replacement, at its option, of any parts deemed to be defective under normal use within the terms of this warranty. Katech shall conduct an examination and determine to its satisfaction that the products in question are, in fact, defective.

Transferability and Eligibility

The Limited Warranty is not transferable and is only available to the original retail purchaser. The Limited Warranty is only available for vehicles that have been and/or will be used only in non-competition and non-commercial environments

Specific Coverage

Katech Performance Limited Warranty applies to the following:

- Entire engine (if built/rebuilt by Katech) in sealed form up to and including the water pump will be free from defects in material and workmanship when used in a manner covered by this limited warranty.
- Engine, cooling circuit, transmission and differential installation workmanship (if applicable).
- Suspension installation workmanship for front/rear swaybars, coil-over shocks, brakes and wheels (if applicable).
- Interior leather upgrade installation workmanship (if applicable).
- In event of warranty coverage, all labor and parts for the repair of the engine are covered by Katech. Katech may, at its option, replace the engine with a new or equivalent assembly or components.
- Items are only applicable if they were specifically upgraded or worked on by Katech Performance.

Specific Exclusions

Katech Performance Limited Warranty does not apply to the following:

- Racing or track events, private or sanctioned, void any and all warranty.
- User error (eg: over-revs or missed shifts), abuse, misuse or negligence resulting in damage is not covered by the limited warranty.
- Modifications or alteration to the powertrain including but not limited to mechanical part changes or ECM calibrations. Any alteration to the powertrain may void any and all warranty.
- Damage or failure caused by failure of other components, vehicle accident or foreign matter causing damage to or inducted into engine, is excluded from warranty.
- Damage caused by detonation, overheating, improper fuel or lubricant use is not covered by the limited warranty.
- Improper Maintenance - Damage or failure caused by improper maintenance or by failure to follow suggested maintenance schedule intervals and failure to use or maintain proper fuel, fluid, lubricant and specifications as recommended by the manufacturer as outlined in your Owner's Manual or by Katech or in other vehicle reference materials is not covered. All service procedures outlined in the Owner's Manual or other vehicle reference materials must be performed at the recommended intervals to maintain this warranty. All maintenance procedures are performed at the Owner's expense. Vehicle lubrication, cleaning, waxing, or polishing is done at the Owner's expense and at the Owner's risk. Damage or failure due to improper service procedures or services performed by unqualified personnel is not covered.

Wear items such as filters, spark plugs and wires and accessory belts are specifically not covered. Any unauthorized repair may void warranty.

- Normal tire wear or wear-out is not covered. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is specifically not covered. Also, damage from improper inflation, spinning (as when stuck in mud or snow), tire chains, racing, competition use, improper mounting or dismounting, misuse, negligence, alteration, vandalism, misapplication, or misalignment is not covered.
- Damage or failure caused by airborne contaminants or fallout (chemicals, acid rain, tree sap, soot) stones, insects, hail, earthquake, flood, tornado, lightning, or other natural disaster, the application of unapproved chemicals or sealant subsequent to manufacturer is not covered.
- Accessories, including power steering, alternator, A/C compressor and associated plumbing, fluids and pulleys, are not covered under the Limited Warranty.
- Any consequential losses, damages or expenses are not covered, including, but not limited to, loss of vehicle use; inconvenience; storage; payment for lost time or pay; vehicle rental expense; vehicle transportation, towing or shipping costs; lodging, meals, or other travel-related costs; federal, state, or local taxes required on warranty repairs.
- Parts not manufactured by or expressly for Katech Inc., are warranted by original manufacturer only, if any warranty exists. Katech **does not** warranty any outside manufacturer products to be free from material or workmanship defects in any manner.
- Warranty coverage does not apply if the odometer has been disconnected, altered, or its mileage cannot be accurately determined.
- This warranty is deemed null and void on all vehicles currently or previously titled as "salvaged", "scrapped", "totaled", or "junked".

Miscellaneous

Katech reserves the right to tear-down, inspect and evaluate any component failures to deem warrantability prior to covering any claims. If final diagnosis of failure is excluded, all expenses, replacement parts, and labor are the responsibility of the customer. Products not returned to Katech will not be warranted.

There is no implied warranty of merchantability or fitness for a particular purpose. This warranty is expressly in lieu of all other warranties expressed or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on the part of Katech. Katech makes no warranty whatsoever with respect to accessories or parts not supplied by Katech. This Limited Warranty gives you specific legal rights and you may have other legal rights, which vary from state to state and country to country.

SAFETY WARNINGS: SERIOUS INJURY OR DEATH MAY RESULT FROM THE IMPROPER OPERATION OR MAINTENANCE OF ANY MOTOR VEHICLE. ALWAYS WEAR YOUR SEATBELTS. AIRBAGS CAN INJURE OR KILL UNBELTED OCCUPANTS. DO NOT PLACE CHILDREN IN FRONT OF AIRBAGS UNDER ANY CONDITIONS. ALWAYS OBEY ALL POSTED SPEED LIMITS. HIGH SPEED ACCIDENTS CAN CAUSE SERIOUS INJURY OR DEATH. SEE THE OWNER'S MANUAL AND OTHER VEHICLE DOCUMENTATION FOR ADDITIONAL WARNINGS AND ALWAYS FOLLOW THE RECOMMENDATIONS SET FORTH IN THE OWNER'S MANUAL UNDER ALL CONDITIONS. KATECH INC. IS NOT RESPONSIBLE FOR ANY INJURY, LOSS, DEATH SUSTAINED OR RESULTING FROM THE OPERATION OF ANY MOTOR VEHICLE OR RELATED ACCIDENTS CAUSED BY SAID VEHICLES UNDER ANY CONDITION. OPERATOR ERROR OR MISJUDGMENT IS NOT THE RESPONSIBILITY OF KATECH INC.