

Superchips Custom Tuned Files and/or Advanced User-Selected Features Disclaimer

Please take a minute to review the cautions, warnings, terms and conditions.

Read these Terms and Conditions for the Sale of Goods and Services carefully. If you do not agree to them, do not order any Products from this site. Please note that you may only purchase Products from this site if you are over 18.

Fee-based, downloaded Software is considered a non-tangible irrevocable Product. Since Superchips.com is offering non-tangible irrevocable Software Products, we do not issue refunds once the order has been completed and the Software Product has been downloaded. As a customer, you are responsible for understanding this before purchasing any Software Product at our on-line store. Nevertheless, we realize that exceptional circumstances can arise. Therefore, we do honor refund requests on the following grounds:

- Said Software Product does not support the tuned vehicle registered in the VIN-locked device registry.
- Duplicate purchase of the same product by the same customer.

Failure to read or understand the Software Product details does not constitute grounds for a refund. Exceptions can only be made by calling or emailing our tech support department within 48 hours from purchase.

Caution: Use Product at your own risk. Do not use this Product until you have carefully read the following agreement.

No user may alter or modify this Product or any of the accompanying files.

Superchips Software Custom Tuned Files and/or Advanced User-Selected Features (hereinafter "Product") including, but not limited to, Tire Pressure Monitoring System, Advanced Transmission Tuning, Custom Engine Tuning, Off-Road & Race-Only Tuning, and/or Cold Air Intake tuning are designed, and intended, only for legal, organized, closed-course, off-street/racing uses involving the motor vehicle in which it is installed (the "Vehicle"), and not for use on public highways, streets, and other roads. The person or entity buying and/or downloading the Product and/or using the Product [even if different from such buyer] (the "User") agrees to use the Vehicle only for otherwise legal, organized, closed-course, off-street/racing purposes in controlled environments under the auspices of a recognized sanctioning body or government permit.

Use of the Product in the Vehicle on public highways, streets, and other roads, and in some cases off-road, may violate applicable federal, state, or local clean air, emission, noise, safety, and other environmental laws, or applicable motor vehicle, vehicle registration, traffic, and other laws. The User must review and comply, and is solely responsible for reviewing and complying, with all applicable clean air, emission, noise, safety, and other environmental laws, as well as all applicable motor vehicle, traffic, safety, and other laws, in connection with User's installation and use of the Product with the Vehicle.

Use of the Product may violate warranties from the manufacturer of the Vehicle or from others. The

User must review and comply, and is solely responsible for reviewing and complying, with the terms and conditions of any such warranty.

Use of the Product may make the Vehicle non-compliant with applicable laws, make the Vehicle capable of generating unsafe driving speeds, make the Vehicle capable of exceeding tire speed ratings, make the Vehicle capable of exceeding RPM ratings of the engine, exceed stress limits of the engine, transmission, chassis, body, and other components of the Vehicle, destroy or damage mechanical, electrical, structural, or other components of the Vehicle, may require superior driving skills and techniques to handle the Vehicle, may make the Vehicle unsafe, and may lead to personal injury or property damage. When utilizing the Product, the features are designed to work with Vehicle factory parts combinations only. Utilizing the Product with other Vehicle parts combinations may cause damage to the Vehicle. Incorrect use of the Product may cause damage to the Vehicle.

The Product may contain downloadable "standalone" features. The Product will not program a different vehicle unless all downloadable features are set back to stock. The downloadable features may require the operator to **manually return to stock each feature independent of the typical 'return to stock' feature** found in the power level setting. Product standalone features may include, but not be limited to (1) Tire Size, (2) Transmission Tuning, and (3) Tire Pressure Monitoring System (TPMS). The Product requires each setting to be independently returned back to stock **before** setting the vehicle power level back to stock. **The TPMS off-road function requires separate removal from the tuning software in order for the product to be used in another host vehicle. Failure to remove the TPMS feature will result in the original host vehicle retaining the Superchips tuning and the tuner will stay in a "VIN-locked" status rendering it incompatible with another vehicle.**

The User must ensure, and is solely responsible for ensuring, the proper installation of the Product in the Vehicle in a manner compatible with other components of the Vehicle, and in accordance with the written instruction manual of Superchips, in accordance with industry standards and in a good and workmanlike manner, and in accordance with applicable law. The User must ensure, and is solely responsible for ensuring, the proper, legal, and safe use of the Vehicle. Use of the Product in the Vehicle is at the sole risk and discretion of the User. The User acknowledges that motorsports, racing, and other competitions are dangerous and may cause death, other personal injury, or property damage.

Except as expressly provided in the written Limited Warranty from Superchips issued for the Product, and to the greatest extent provided by applicable law, **the Product is sold and/or downloaded on an AS IS, WHERE AS, and WITH ALL FAULTS basis, and Superchips disclaims any and all warranties of any kind, whether express or implied, relating to the Product, including without limitation any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, any warranty as to success in races or other competition, or any warranty made by any distributor or other third party.** Any such Limited Warranty is conditioned upon the User's compliance with the terms and conditions of this Disclaimer.

To the greatest extent provided by applicable law, the User, for himself/herself/itself and his/her/its heirs, personal representatives, successors, and assigns, hereby releases, discharges, indemnifies, and holds harmless Superchips, Inc. and its agents, employees, officers, managers, members, subsidiaries, parents, successors, and assigns (the "Superchips Parties") from any and against any and all claims, causes of action, damages, injuries, losses, expenses, attorneys fees, and harm of any kind, whether or not foreseeable, directly or indirectly relating in whole or part to the use or installation of the Product in

violation of the terms and conditions of this Disclaimer, any Superchips manual, directions, or instructions, and applicable law, any use of the Vehicle in violation of the terms and conditions of this Disclaimer and applicable law, and any other use of the Vehicle, regardless of the acts or omissions, whether negligently or otherwise occurring, of any Superchips Party. To the greatest extent provided by applicable law, each Superchips Party will not be liable for, and the User waives any right to seek against any Superchips Party, any consequential, indirect, special, statutory, exemplary, punitive, or incidental damages caused by the installation or use of this Product, and the liability of the Superchips Parties in the aggregate will be limited to the standard retail purchase price of this Product. User hereby expressly waives the provisions of California Civil Code Section 1542, to the extent applicable, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Installation or other use of the Product constitutes the User's acknowledgement that the User has read and understand the warnings, cautions, terms and conditions in this Disclaimer and that the User agrees and consents to the terms and conditions of this Disclaimer; OTHERWISE DO NOT INSTALL OR USE THE PRODUCT.