

Evolution MotorSports ("EVOMS") Performance Products Limited Warranty Statement

Purchasing and installing a performance product is only step one in tuning a car. Backing the product with confidence in the performance of the product and the commitment to assist in resolving any issues that may arise is what makes the upgrade complete. Our limited warranty is intended to cover EVOMS products when they are used in the manner for which they were originally designed. EVOMS is not responsible for any misuse, improper installation, misapplication, modification or neglect of the EVOMS product, and such actions will void its limited warranty.

Please familiarize yourself with the EVOMS limited warranty prior to the purchase of any EVOMS product. Should you have any questions regarding the limited warranty, please do not hesitate to contact us at (480) 317-9911 or info@evoms.com.

Cars Covered by the Original Vehicle Manufacturer's New Car Limited Warranty

US Specification Vehicles Only

If your vehicle is currently covered by the vehicle manufacturer's new car limited warranty, EVOMS products are warranted for 1 year or 12,000 miles or the remaining term of the vehicle manufacturer's new car limited warranty, whichever is longer. The manufacturer's new car warranty is limited to 3 years or 36,000 miles, commencing on the date of first retail sale or the date the vehicle is first placed in-service as a demonstrator or company vehicle, whichever is earlier. EVOMS's warranties are not transferable when ownership of the vehicle into which the EVOMS products were originally installed is sold. The EVOMS warranty only applies to the original purchaser of the product. Second-hand products are not covered by the EVOMS warranty.

Should you need service under this warranty, the vehicle must be brought immediately upon discovery of a malfunction or defect in materials and/or workmanship to the workshop of any **Authorized EVOMS Warranty Servicing Dealer** during normal business hours. Proof of purchase in the form of a lawful invoice is required. The Authorized EVOMS Dealer will, without charge for parts or labor, repair or replace the defective EVOMS component(s) using new or authorized remanufactured parts. The decision to repair or replace said parts is at the **sole** discretion of EVOMS. Parts for which replacements are supplied under this limited warranty become the property of EVOMS. In all cases, a reasonable period of time must be allowed for warranty repairs to be completed after the vehicle is delivered to the Authorized EVOMS Warranty Servicing Dealer.

Cars No Longer Covered by the Original Vehicle Manufacturer's New Car Limited Warranty All Vehicles

EVOMS performance products are warranted for a 1-year, unlimited mileage period from the date of original purchase to the original owner of the products. EVOMS's warranties are not transferable when ownership of the vehicle into which the EVOMS products were originally installed is sold, or if the products themselves have been sold.

Should you need service under this warranty, the vehicle must be brought immediately upon discovery of a malfunction or defect in materials and/or workmanship to the workshop of any **Authorized EVOMS Warranty Servicing Dealer** during normal business hours. Proof of purchase in the form of a lawful invoice is required. This warranty does not cover repairs to any OEM components that may have been affected by an EVOMS component. Labor charges associated with the repair or replacement of an EVOMS product will be reimbursed at the EVOMS Warranty Servicing Dealer's standard hourly rate based upon the OEM schedule of flat rate labor times. The defective part(s) **must** first be returned to EVOMS for inspection and verification of the defect before any warranty decisions are to be finalized. The decision to repair or replace said parts is at the **sole** discretion of EVOMS. Parts for which replacements are supplied under this limited warranty become the property of EVOMS. In all cases, a reasonable period of time must be allowed for warranty repairs to be completed after the vehicle is delivered to the Authorized EVOMS Warranty Servicing Dealer.



EVOMS Limited Warranty Specifically Excludes

Return shipping charges. Vehicle rental fees. Towing charges. Damage to a component or assembly due to the installation of improper replacement parts or those not specifically for said vehicle (based on VIN). Damage due to unauthorized modification to the EVOMS product. Damage from the use of other manufacturers' components along with EVOMS components. Damage to wear items (i.e. clutch, torque converter, brake pads, rotors, etc.). Maintenance services and parts when replaced during maintenance (i.e. spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant and refrigerant). Mechanical adjustments or repairs which result from normal wear and tear. Drive-belts. Light bulbs. Damage due to maintenance intervals being disregarded or completed against manufacturer requirements or EVOMS instructions. Damage due to negligence, improper installation, improper treatment or treatment against the instructions of EVOMS. Engine damage due to altered boost pressure. Damage due to improper or contaminated fuels. Damage due to a collision. Any vehicle participating in a competitive event. Damages due to loss of time, inconvenience or loss of the use of the vehicle. Damage due to natural disasters or influences (flood, accident, fire, road salt corrosion, etc.).

EVOMS Track Usage Addendum

Evolution MotorSports understands that high-performance vehicles will see track usage, and we do not keep our customers from using their vehicles on the track. The warranties listed herein are valid with non-competitive track usage for Driver Education events only. Participation in any time-attack, time-trials, rally, or other competitive event will render the warranties herein null and void. Whenever an EVOMS tuned vehicle is used on a track, the use of 100+ octane fuels is required. Should a failure occur on-track, the vehicle must be taken to the workshop of any Authorized EVOMS Warranty Servicing Dealer during normal business hours. Proof of purchase in the form of a lawful invoice is required along with proof of octane used in the form of a lawful invoice or fuel sample is required. This warranty does not cover repairs to any OEM components that may have been affected by an EVOMS component. Labor charges associated with the repair or replacement of an EVOMS product will be reimbursed at the EVOMS Warranty Servicing Dealer's standard hourly rate based upon the OEM schedule of flat rate labor times. The defective part(s) must first be returned to EVOMS for inspection and verification of the defect before any warranty decisions are be finalized. The decision to repair or replace said parts is at the sole discretion of EVOMS. Parts for which replacements are supplied under this limited warranty become the property of EVOMS. In all cases, a reasonable period of time must be allowed for warranty repairs to be completed after the vehicle is delivered to the Authorized EVOMS Warranty Servicing Dealer.

General Warranty Explanations

The installation of EVOMS products may affect the vehicle manufacturer's new car limited warranty. Please familiarize yourself with your new car limited warranty and the risks to your warranty involved in installing aftermarket components. The warranties explained herein will be null and void if the vehicle identification number has been altered or cannot be read, if the odometer has been replaced or altered and the true mileage cannot be determined, if the vehicle has been declared a total loss or sold for salve purposes, if the vehicle has been stolen, or if the vehicle has been used in any competitive event. These warranties give you specific legal rights, and you may also have other rights which vary from state to state. The duration of any implied warranties, including the implied warranty of merchantability and fitness for a particular use, is limited to the duration of the express warranties herein. EVOMS hereby excludes incidental and consequential damages, including loss of time, inconvenience, or loss of the use of the vehicle, for any breach of any express or implied warranty, including the implied warranty or merchantability and fitness for a particular use, applicable to the product. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.