## **ShockerPASS Warranty**

Headwind Automotive Solutions Ltd. wants you to be completely satisfied with your ShockerPASS product (the "Product"). That is why Headwind Automotive Solutions Ltd. offers a two-year limited warranty on RPM controlled systems and one-year limited warranty on non-RPM controlled systems (the "Warranty") to the original purchaser or end user (the "Purchaser") for any Product sold. The Warranty does not cover components supplied by others,

Headwind Automotive Solutions Ltd. will replace any defective Product part or entire Product which breaks or fails to function under normal use, so long as the failure is due to a defect in material or workmanship. This Warranty extends only to the repair or replacement of the defective part and does not extend to the cost of any repairs performed by the Purchaser.

To access this Warranty protection, the Purchaser must provide Headwind Automotive Solutions Ltd. with written notice of any claimed defects with the product within ten (10) days after the Purchaser discovers the defect, proof of purchase. If approved for inspection, Headwind Automotive Solutions Ltd. will issue an RMA# to be affixed on the return box and paperwork accompanying the shipment i.e., proof of purchase. Product returned for repair or replacement under this Warranty must be shipped with freight prepaid by the Purchaser to Headwind Automotive Solutions Ltd. and will be returned freight collect.

This Warranty will be considered void in the following circumstances:

- a) If the Product has been modified, neglected, improperly maintained, misused, abused, accidentally damaged, tampered with, or if it appears that the damage to the Product has been caused by a failure to provide proper maintenance.
- b) If the Product has been exposed to the elements, including but not limited to floods, fire, lightning, storm, hurricanes, tornadoes, etc.
- c) If the Product has been subject to repairs not authorized in writing by Headwind Automotive Solutions Ltd.
- d) If written notice of the defect is not provided to Headwind Automotive Solutions Ltd. within two years of the purchase of the Product, or within ten (10) days of discovery of the defect, as stated above.

Headwind Automotive Solutions Ltd. will charge the Purchaser for any costs arising if:

- a) The Purchaser fails to return the defective Product within 60 days of submitting a claim.
- b) The SKU of the returned product does not match the Product sold.
- c) The defective Product is returned with missing components.
- d) The returned Product is defective due to any of the circumstances detailed above rendering the Warranty void.

This limited Warranty will continue to protect the Product after any Warranty repairs are completed for the period of 90 days from the date of repair, or the remainder of the original two-year / one-year warranty period, whichever is greater.

There are no express warranties offered by Headwind Automotive Solutions Ltd. except what is listed above. Headwind Automotive Solutions Ltd. will not be liable for incidental or consequential damages resulting from the use of any Product or arising out of any breach of Warranty. All express or implied warranties, including warranties of the merchantability and fitness for a particular purpose are limited to the applicable warranty laid out above.

As there are many variables and requirements involved with any installation, Headwind Automotive Solutions Ltd. assume no responsibility or liability for actual use beyond that covered by this warranty. Individuals purchasing ShockerPASS products must look at all variables of their application and use their own judgment in evaluating product selection and determining product placement for each application and site requirements.

The purchaser/end user is entirely responsibility for the correct selection, installation, routine testing, use, and all maintenance of ShockerPASS products.