



### Vehicle Owner's / Representative Release and Acknowledgement

This agreement is between **Chip Tuning NSW Pty Ltd** ABN: 85671499586 (referred to as "Tuner" or "Seller" or "Chip Tuning Australia") and you (referred to as the "Vehicle Owner" or "Vehicle Owner's representative" "I" or "buyer" whichever is applicable).

**I UNDERSTAND SOME ECU RE-CALIBRATIONS ARE INTENDED FOR OFF ROAD USE ONLY AND THEY ARE NOT INTENDED TO BE USED TO BREAK THE LAW. THE INSTALLATION OF THIS PRODUCT OR RE-CALIBRATION INDICATES THAT THE BUYER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS.**

I \_\_\_\_\_

of \_\_\_\_\_ (Suburb and State)

the Owner / Representative of motor vehicle:

\_\_\_\_\_

(Year Make, Model, Rego No)

(the "Vehicle"), have provided the Vehicle to the Tuner and have requested that the Tuner use whatever technology necessary for the purpose of tuning, modifying or otherwise altering the Vehicle's engine control unit(s)

I confirm that my vehicle has been maintained in accordance with the manufacturer's recommendation including relevant timing belt/timing chain maintenance and that the vehicle is in roadworthy condition.

No warranty is given or implied to any components on your vehicle before or after the re-calibration process apart from the ECU.

### **DISCLAIMER OF LIABILITY**

Chip Tuning NSW Pty Ltd, its distributors, installers, and dealers (hereafter Seller) shall be in no way responsible for the product's proper uses and service. THE BUYER HEREBY WAIVES ALL LIABILITY CLAIMS.

The Buyer acknowledges that they are not relying on the Seller's skill or judgement to select or furnish goods suitable for any particular purpose and that there are no liabilities which extend beyond the description on the face hereof, and the Buyer hereby waives all remedies or liabilities expressed or implied, arising by law or otherwise (including without any obligation of the Seller with respect fitness, merchantability and consequential damages) whatever or not occasioned by the seller's negligence.

The Seller disclaims any warranty and expressly disclaims any liability for personal injury and damages.

The Buyer acknowledges and agrees that the disclaimer of any liability for personal injury is a material term for this agreement and the Buyer agrees to indemnify the Seller and to hold

the Seller harmless from any claim related to the item of the Services or equipment purchased. Under no circumstances will the Seller be liable for any damages or expenses by reason of use of sale of any such equipment or service.

The Seller assumes no liability regarding the improper installation or misapplication of its Products or services. It is the buyer's responsibility to check for proper installation and if in doubt contact the manufacturer.

The Buyer is solely responsible for all warranty issues from the manufacturer.

## **LIMITATION OF WARRANTY**

Chip Tuning Australia gives Limited Warranty as to description, quality, merchantability, and fitness for any particular purpose, productiveness, or any other matter of the Seller's product sold herewith. The Seller shall be in no way responsible for the Products proper use and Service and the Buyer hereby waives all rights other than those expressly written herein. This warranty shall not be extended, altered or varied except to be a written instrument signed by both the Seller and Buyer. The warranty is limited to one (1) month from the date of sale and limited solely to the parts contained within the product or kit or Service requested. All Products that are in question of warranty must be returned prepaid to the Seller and must be accompanied by a dated proof of purchase receipt.

All Warranty claims are subject to approval by Chip Tuning NSW Pty Ltd.

Under no circumstances will the Seller be liable for any labour charged or travel time incurred by in diagnosis for defects, removal, or reinstallation of this product or any other contingent expenses.

Under no circumstances will the Seller be liable for any damage or expenses incurred by reason of the use or sale of any such equipment.

If the Buyer has purchased a physical product, the Buyer may promptly return this product, in a new and unused condition, with a dated proof of purchase to the place of purchase within three (3) days from the date of purchase for a full refund minus any delivery costs.

In the event the Buyer does not agree with this agreement the Buyer must not leave the vehicle with the seller: by leaving the vehicle with the Seller or by the installation of the seller's product(s) indicates that the Buyer has read and understands this agreement and accepts the terms and conditions.

**WARNING: Allowing the motor vehicle dealer to update software will remove tune from ECU, which will require a new read / write file to return ECU to tune state. This is not covered by warranty.**

**Returning the ECU back to standard can be done in our workshop for \$250 per file, if travel is required, we will supply quote at time of request.**

## **SECTION 2: Tuner – Limitation of Liability and Disclaimers**

In this section "we", "our", or "us" refers to the Tuner, and "you" refers to the Vehicle Owner.

2. I understand that in order to Tune the Vehicle, the Tuner may, amongst other things:

- a. place the Vehicle onto a vehicle hoist to inspect and test the Vehicle's components; and/or
- b. test drive the Vehicle and/or dyno the Vehicle.

3. I understand, acknowledge, agree and warrant that:

- a. the Vehicle(s) with a modified or Tuned engine control unit (ECU) is prohibited from being driven on public roads and if this is the case in my State or Territory the Tuner has informed me of this;
- b. following the modification or Tuning of the Vehicle, if it is prohibited in my State or Territory, I will not drive the Vehicle on a public road;
- c. the inspection, testing, modification and Tuning of the Vehicle involves both known and unknown risks;
- 4. I understand and accept the personal and/or property risks and I indemnify, forever discharge and voluntarily release the Tuner (including its employees, contractors, agents, affiliates, and suppliers), against liability, claims, costs, losses, fines, demands and proceedings (***except to the extent that it is caused directly by their negligence***) arising out of or in connection with the inspection, testing, modification or Tuning of the Vehicle.

1. **ACL:** Certain legislation including the Australian Consumer Law ("**ACL**") in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods and Services by us to you which cannot be excluded, restricted or modified ("**Statutory Rights**").

2. **Exclusions:** Our liability is governed solely by the ACL. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Except for your Statutory Rights, all goods and Services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

3. **Services:** If you are a consumer as defined in the ACL, the following applies to you: *"We guarantee that the Services we supply to you are rendered with due care and skill; or that you have told us you are acquiring the Services for a result which you have told us you wish the Services to achieve, unless we consider and disclose that this purpose is not achievable the Service will be supplied as requested. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Service is limited to us re-supplying the Service to you, or, at our option, refunding to you the amount you have paid us for the Services to which your claim relates".*

4. **Delay:** Where the provision of a good or Service depends on your information or response, we have no liability for a failure to provide you with the goods or Services in the estimated period, which is affected by your delay in response, incomplete or incorrect information.

5. **Liability:** To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties, and terms relating to the goods or Services and this agreement, except those set out in this agreement, including but not limited to:

- implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in any of our terms;
- our goods or Services being unavailable; and
- any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by you or claims made against you, arising out of or in connection with the service(s) provided or the modification of the Vehicle inability to access the goods or services, and the late supply of goods or services, even if we were expressly advised of the likelihood of such loss or damage.

6. **Claims:**

- in the event that any legal / lawful demands by any government agency to return the Vehicle back to factory standard condition, placed on you or the Tuner, the cost of returning the Vehicle to standard condition we will be paid in full by the Vehicle owner in advance; and
- any penalties incurred by the Tuner whereby the Vehicle is driven on the road and not used "off road" will be paid by the Vehicle owner.

7. **Limitation:** Notwithstanding the above, our total liability arising out of or in connection with our goods or services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed one hundred dollars (AUD\$100) and the Vehicle owner warrants this.

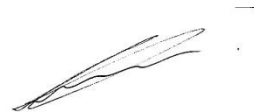
8. **Governing law:** This agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts operating in NSW.

9. **Survival of terms:** The terms of this agreement will survive the completion of the inspection, testing, modification, or Tuning of the Vehicle.

**Executed as an agreement.**

Signature of Tuner's representative

Date: \_\_\_\_\_



***I warrant that:***

- ***I am 18 years of age or older;***
- ***The vehicle is used for Off Road Use Only and will not be driven on a public road at any time;***
- ***I am the owner/representative of the legal owner of the Vehicle that has been provided to the Tuner for Inspection, Testing, Modification and Tuning.***

***I acknowledge that upon signing this agreement, I understand and accept all the terms and conditions contained herein.***

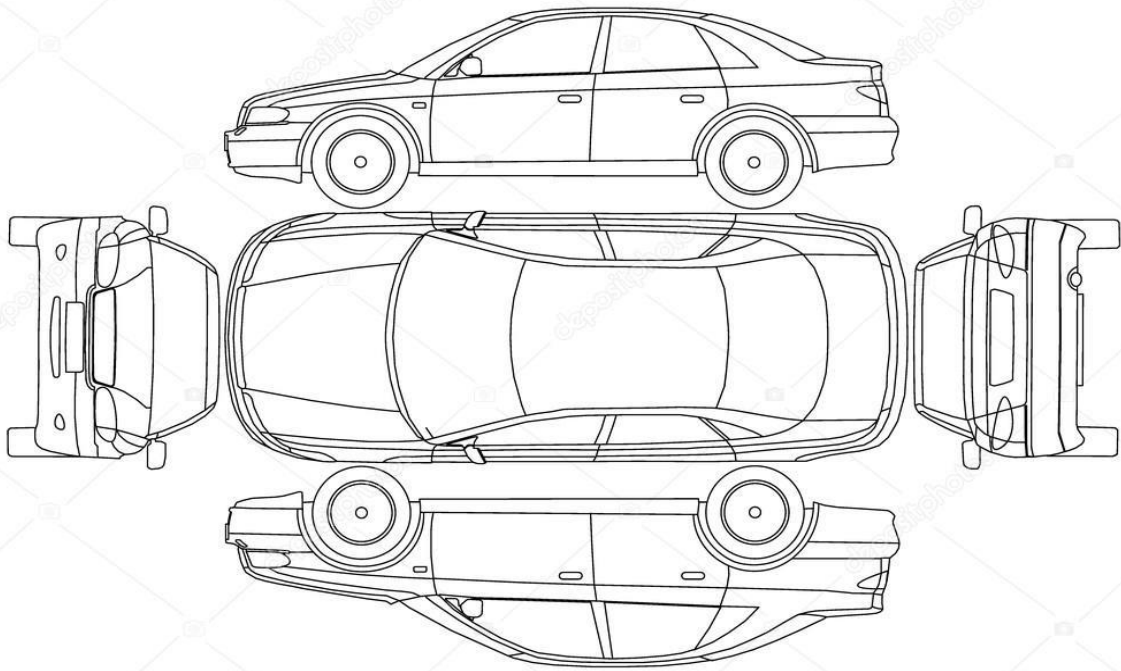
Name of Vehicle Owner/Representative \_\_\_\_\_

Signature of Vehicle Owner/Representative

\_\_\_\_\_

Date: \_\_\_\_\_

## **Condition report**



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Owner