



## **Product Liability Disclaimer**

### **Terms of use, Warranty & liability Waiver**

914Werke offers its products with the terms, conditions & notices as follows. The following terms and conditions apply to all sales and uses. Please review carefully these terms and conditions which include limited warranties and disclaimers of liabilities. Installing, keeping, using or allowing use of 914werke products indicates your agreement to these term. If after purchase, you do not agree with these terms you have 14 calendar days from the date of purchase to return the product in re-salable condition at the customers expense.

#### **Terms of use**

This/these products (new or pre-owned) are offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

#### **Exclusive Obligation**

This/these products have been designed for a specific use and application, but not as products for lethal purposes. These products may not be used for unlawful purposes and that use is expressly prohibited under the terms and conditions of their use.

#### **Use Limitation**

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, images, software, products or services obtained from 914werke's website or from receipt of its products

#### **Limited Replacement Warranty**

If NEW, products are warranted against any manufactured defects for a period of 90 calendar days from the date of purchase. Customers do acknowledge that PRE-OWNED parts can be 50 years old. 914werke does its best to ensure all such components are of high quality and in functional condition. If PRE-OWNED, these products are sold and accepted "AS IS" and all costs in any dispute or return, are the sole responsibility of the customer up to and including non-refundable credit card/wallet transaction fees.

#### **High Risk Activity**

Products sold by 914werke may be used in extreme sporting activities such as performance driving & off road track events. Participation in these activities are associated in a high level of risk. Risks include but are not limited to, serious physical injury, disability and/or death. Your participation in these activities and use of our products is at your own risk

#### **Assumption of Risk**

By purchasing, using, or allowing the use, of 914werke's products you understand and agree that activities such as automobile driving can be high risk, and to the extent permitted by law:  
YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF PERSONAL INJURY UP TO AND INCLUDING DEATH SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITEIS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF OTHERS OR ANY FAULT OF 914werke, INCLUDING BUT NOT LIMITED TO, EQUIPMENT MALFAUNCTION OR FAILURE, FROM WHATEVER CAUSE.

Additionally you agree to indemnify defend and hold harmless *914werke* from any third party claims arising from such risk involved activities.

### **Vehicle Modifications**

Modification of a (sports) car through the use, or misuse of *914werke's* products, can in a extreme case lead to vehicle malfunction causing serious injury. Risks include but are not limited to vehicle damage, serious physical injury, disability and/or death. You are responsible for installation and any modifications performed on your, or anyone else's vehicle using *914werke's* products. *914Werke* is not responsible and will not be held liable for any modifications done to vehicles through the use or misuse of its products, even if the modifications include but are not limited to bypassing or eliminating vehicle safety features, installing parts that go against the vehicle manufacture safety guidelines, and standards and/or improper installation and adjustment for *914werke* products

### **Limitation of Liability**

As set forth above under the limited warranty provisions, *914werke's* liability is limited to repair or replacement of its products which are returned in the specified period of time. In no event shall *914werke's* liability exceed the value of the product(s) sold. In no event shall *914werke* be liable any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of its products.

### **Warning**

Use and misuse of products sold by *914werke* may involve risk as outlined above. Purchasers assumes all risks associated with their installation, use, miss-installation or misuse.

### **Inspect Before Use**

Please inspect product prior to use to confirm completeness of contents, proper fitment, & to ensure it has not been damaged during in shipment. If components are missing, or if damage is evident do not use and contact *914werke* for directions.

### **Entire Obligation**

THIS PRODUCT LIABILITY DISCLAIMER document defines the entire obligation of *914werke* with respect to its products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

### **Applicable Law**

Your order from *914werke* and this disclaimer statement are governed by the laws of Washington State and the United States of America. You hereby consent to that exclusive jurisdiction and venue of the Small and Superior Courts of the USA in all disputes arising out of or relating to the use of these products. Use of *914werke's* products are unauthorized in any jurisdiction that does not recognize all provisions of these terms & conditions, including without limitation this paragraph.

### **Modification Of Terms & Conditions**

*914werke* reserves the right to change the terms, conditions, and notices under which its products are offered, at at any time, and at its sole discretion.