

inExhaust™, hereafter referred to as Manufacturer, warrants to the Purchaser that it will repair or replace at the Manufacturer's option, any equipment, or parts of equipment, which, in the Manufacturer's judgment is defective in material or workmanship for a period of one (1) year after the date of shipment from the Manufacturer's facility.

Defects or failure due to improper or careless storage, handling, installation, non-manufacturing welding/hot-work, application, testing/cycling without correct amount of time to allow system to warm up stabilize, evaporate combustion moisture and improper moisture draining either from condensation, emission or environmental introduction of moisture inside exhaust components exclude Manufacturer from upholding warranty.

Other exclusions include undisclosed/unspecified/alternate application, or corrosion accelerated due to smog, salinity, or other corrosive environments or combustion emissions (i.e. alternative fuel sources), poor or inadequate maintenance, or acts of God.

Damage from backfires, or from other malfunctioning engine conditions is not covered. Damage from excessive exhaust temperature beyond information provided at time of quote is not covered. For exhaust temperatures near 1000F or higher purchaser must disclose intention to externally insulate exhaust products especially with carbon steel as material of construction. Damage from other chemical or flammable substances encountering exhaust products is not covered.

Equipment, accessories and other parts and components sold by but not manufactured by the Manufacturer are warranted only to the extent of and by the original manufacturer's warranty to the Manufacturer, and in no event shall such other manufacturer's warranty create any more extensive obligations of the Manufacturer to the Purchaser other than the Manufacturer's warranty covering equipment manufactured by the Manufacturer. Manufacturer does not warrant any labor for removal, re-installation or maintenance of components.

## SHIPPING

Manufacturer will endeavor to make shipment of orders as scheduled. However, all shipment dates are approximate only, and the Manufacturer reserves the right to adjust shipment schedules at its sole discretion.

No liability is accepted for return transportation charges, following the repair or replacement, or for re-installation cost. No other expressed or implied warranties exist in the absence of special written agreement between the consumer and Manufacturer.

Under no circumstances will the Manufacturer be responsible or incur any liability for costs or damages of any nature (whether general, consequential, as a penalty or liquidated damages, or otherwise) arising out of or owing to any delays in delivery.

THE MANUFACTURER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, DELAY OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT, SPARE OR REPLACEMENT PARTS, OR FROM ANY OTHER CAUSE WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR TORT OR CONTRACT AND THE MANUFACTURER'S TOTAL LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE, regardless of any advices or recommendations that may have been rendered concerning the purchase, installation or use of the equipment.

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## GOVERNING LAW

This agreement is made and entered in the State of Nebraska, County of Lancaster, and shall be construed and interpreted in accordance with the laws of the State of Nebraska (including the provisions of the Nebraska Uniform Commercial Code), without regard to its conflict of law's provisions. Regarding any disputes which arise hereunder, Purchaser hereby submits to the exclusive jurisdiction and venue of the District Court of Lancaster County, Nebraska or the United States District Court for the District of Nebraska. Purchaser also agrees not to bring any action or proceeding arising out of this Agreement in any other court or jurisdiction. Purchaser waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the Manufacturer.

## RETURN POLICY

Written notice must be given to Manufacturer immediately upon discovery of any defect. All returned products must be pre-approved in writing by Manufacturer and all return shipments must be prepaid by the Purchaser Ex Works (EXW) and identified with Return Material Authorization (RMA) number issued by Manufacturer. A 25% restocking fee will be made on goods returned within 6 months of shipment.

All defective products must be returned to receive a no-cost replacement. If defective components are not returned, Purchaser must pay for replacement. This can only be subjugated by written approval from Manufacturer.

**NOTE: Upon receipt of shipment, customer is responsible for inspection of items. Most carriers require immediate notification of damage.** This means inspection must be made at time of delivery and any damage must be noted on the carrier's paperwork. A signature without mention of damage is considered "clear" by the carrier and will not be covered under insurance.

Any missing or damaged goods must be reported in writing to the vendor within 30 days from date of receipt. Lack of notification within 30 days will be considered as complete and satisfactory delivery of goods.

See Terms & Conditions for details.

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**Thank you for choosing inExhaust as your exhaust system components solution!**  
**For any questions, please contact us at [sales@inExhaust.com](mailto:sales@inExhaust.com)**

inExhaust™ reserves the right to change the contents without notice. We do make every effort to have the most recent documents on our website. For latest revision please contact inExhaust™.

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