

Fabspeed Motorsport's Lifetime Warranty

What we cover

Fabspeed Motorsport warrants to the Original Retail Purchaser that our manufactured Fabspeed Motorsport brand products are free from defects in materials and workmanship for the life of the product if the product is purchased through an authorized Fabspeed Motorsport reseller or directly from Fabspeed Motorsport.

For any Fabspeed Motorsport manufactured products with defects in materials or workmanship, we will repair or replace, at Fabspeed Motorsport's discretion, the product at no cost to you for as long as you own and use it in the intended fashion. Fabspeed Motorsport is the final authority on determining eligibility of all warranty claims. Fabspeed Motorsport reserves the right to improve, modify, change parts and the design of our systems/components as we regularly engineer and improve our systems to continue to further enhance performance.

There are a few important exceptions to be aware of

- We cannot warranty any product that was damaged intentionally or unintentionally. This includes unintentional damage caused from a vehicular accident, off-Racetrack errors or mishap, or intentional damage caused by attempting to force fit our product to the vehicle, or misuse. Catalytic converters damaged by engine oil leaks, coolant, blown turbochargers, misfires or usage of leaded race gasoline are not covered.
- We cannot warranty any product that was not used for the intended purpose. Any non-Fabspeed Motorsport modifications to a system will void the warranty. Backfires, and explosions from poorly tuned engines are not covered.
- Products with an applied coating or provide a thermal barrier have a mixed warranty. This exception applies to certain exhaust tips, other coated products, and thermal blankets. We warrant the coating for aesthetic defects and imperfections, for one year from the product purchase date. After one year, Fabspeed Motorsport will continue to cover structural defects with the product itself, but the coating and finish is no longer warranted or guaranteed. Fabspeed Motorsport can recoat parts at reasonable cost, so please inquire. Thermal barriers/header blankets are covered for a period of one year from the shipping date for manufacturing defects.
- Catalytic Converters are normal wear items and have a limited useful life. HJS Germany warrants their catalytic converters for 2 years. Fabspeed Motorsport goes a lot further to protect Fabspeed Motorsport equipped car enthusiasts. For the Original Retail Purchaser only, we will replace a verifiable, failed, "current generation" catalytic converter, one time, at no charge, as long as, any serial number and other production markings are unaltered, readable, and there is no physical damage to the converter. Catalyst that are broken apart and/or melted internally will not be considered for warranty. If the catalytic converter is NO LONGER available, obsolete, or over 5 years old, the catalytic converter will need to be replaced and a charge for new catalytic converters will be incurred. Fabspeed Motorsport will provide assistance to replace and upgrade your component(s) to current state of the art technology at a reasonable cost. Please note that any and all catalytic converters will fail prematurely if they are exposed to overly rich fuel mixtures and exhaust, causing fuel to burn in the converter itself. Failure will occur using leaded fuel, race fuel, E85 methanol, Meth injection, or fuel additives in a Fabspeed Motorsport product that contains a catalytic converter. Catalytic converters will also fail from antifreeze or engine oil entering the exhaust system due to an engine malfunction and/or wear. These kinds of failures will not be covered under warranty. Fabspeed Motorsport can determine the cause of failure and will advise our customers accordingly. If any of these problems occur, a brand-new state of the art HJS German catalytic converter can be purchased and welded into your Fabspeed Motorsport system.

- Fabspeed Motorsport reserves the right to make continual improvements to our product line with technology and advancements in components gained through over 25+ years of street and professional motorsport development. Certain parts and components from time to time become unavailable or obsolete due to research and development and component changes. In this case we reserve the right to advise our worldwide clientele of changes and costs associated to upgrade systems and provide warranty coverage.
- Shipping damage must be reported within 5 days of receipt of the product. Should damage be found notify Fabspeed immediately, and do not install product(s). Installed products are not eligible for return.
- Tuning products and software are not covered by this warranty- Please see our separate Tuning warranty.
- Fabspeed is not responsible for any package once delivery receipt is completed by shipper.
- Other great brands sold by Fabspeed Motorsport that are not manufactured by Fabspeed Motorsport will carry the respective manufacturer's warranty as applicable.
- The Fabspeed Motorsport Lifetime Warranty has limitations. As such, OUR WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR REVENUES, INSTALLATION OR DE-INSTALLATION COSTS, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, SHIPPING CHARGES, FEES OR FINES, DAMAGE TO THE VEHICLE OR ITS COMPONENTS OR SURROUNDINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGE. OUR LIABILITY IS EXPRESSLY LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT YOU RECEIVED.

To submit a warranty claim

The Original Retail Owner must contact Fabspeed Motorsport via email at service@Fabspeed.com to begin the process of a warranty claim. Please provide purchase information, nature of the concern, and any supporting photos. Our Service Help Desk hours are M-F 9:00am to 6:00pm EST.

Cancellation Policy

Most Fabspeed Motorsport USA exhaust systems, intake systems, and tuning systems are BUILT TO SPECIFIC CUSTOMER REQUEST, BESPOKE, and custom-made to order.

Fabspeed sources parts from Italy, Germany, the United Kingdom, and the USA to produce our custom-made, built-to-order products. Fabspeed incurs material and shipping costs from Domestic and International suppliers as soon as customers place payments for an order (via phone, text, fax, or email); or through Fabspeed.com. By placing an order with Fabspeed Motorsport, the buyer acknowledges and agrees to accept Fabspeed's Terms and Conditions.

Order cancellations must be placed within 48 hours of Fabspeed's receipt of the order. NO CANCELLATIONS WILL BE ACCEPTED AFTER THIS TIME. This policy also applies to drop-shipped items from our Partner vendors, e.g., Numeric Shifters, GiroDisc Brake Components, IPD Intake Plenums, Fabspeed Carbon Fiber, etc. For sales orders with more than one (1) system or component, items will ship as they are completed through partial shipping. Shipping charges will not be reimbursed if the drop-shipped parts have been shipped. Please see the Fabspeed Return policy for more information on returns or refunds.

SPECIAL-ORDER CUSTOM-REQUESTED SYSTEMS ARE NOT RETURNABLE NOR REFUNDABLE UNDER ANY CIRCUMSTANCES.

Payment cancellations and refunds will be provided as a net refund of the transaction, minus transaction/cancellation fees up to 25%. Fabspeed Motorsport is not responsible or obligated to refund any costs associated with using a third-party payment options.

Return Policy

To RETURN any system, product or merchandise you must contact us first for a Return Authorization (RA) Number. Special order and custom made systems, apparel, Carbon Fiber Wall Art, and other certain merchandise are NOT returnable. ALL SALES ARE FINAL. To return a Fabspeed Motorsport product an RA number must be requested and if granted the item(s) must be in original Fabspeed Motorsport sealed packaging. A copy of the original invoice and a brief explanation must accompany all returned items. You must follow our instructions for returning items carefully, Fabspeed Motorsport will charge up to a 25% handling and restocking fee on any RETURNED box or repackaged products. Product damage on OPENED or repackaged returns is the responsibility of the customer. Products that are unable to be repaired will be returned to the customer. Customers are responsible for return shipping charges. If an order was shipped with promotional "Free Shipping", and the order is returned, we exclusively reserve the right to charge the customer or distributor for the cost of that original shipping and handling. If a Fabspeed Motorsport Performance package is ordered, and an individual component of that package is returned, Fabspeed Motorsport reserves the right to charge back the performance package discount along with any additionally offered discounts. Return shipped items DAMAGED in transit will RESULT in additional charges up to and including rejection of the component. It is the customer's responsibility to ship safely and properly. No returns accepted after 30 days from the invoice date. No credits will be given after 30 days from the invoice date. This also applies to items that are partially shipped.

Items that are non-stocking at Fabspeed and drop shipped from our vendors are subject to their return/restocking policies.

To qualify for return, the product must be unused and remain in the original packaging, as well as match the current design and packaging for the product at the time of return. Sounds is subjective and therefore does not qualify for a return of a used product.

Periodically mistakes are made when ordering, or a wrong part is shipped, and you may wish to return an item. We will do everything reasonable to satisfy you. Please contact Fabspeed Motorsport immediately via email at service@fabspeed.com to discuss the circumstances before returning any products. Anything returned without prior authorization from Fabspeed Motorsport will be refused. All returns must be sent back fully prepaid. Our customer service department (service@Fabspeed.com) will issue a Return Authorization Number, which must accompany any return. A copy of the original invoice and a brief explanation must accompany all returned items. No returns accepted after 30 days from the invoice date. No credits given after 30 days.

Emissions Compliance

The purchaser and/or end consumer understands that any Fabspeed Motorsport product that is designated as "RACE" or "RACING" only in its description may not be used on public roads within the USA. Fabspeed Motorsport makes no claims that any product with this designation is for use on public roads within the USA.

Shipping & Handling

Fabspeed Motorsport cannot be held liable for the refusal of, delay of, loss of, theft, or damage to a shipment of any item. The customer agrees to indemnify Fabspeed Motorsport for all costs, fees, and expenses Fabspeed Motorsport incurs as a result of any violation of any local, State, Federal, National, or International laws or regulations. Packages shipped by Fabspeed Motorsport are shipped without insurance or signature required. These extra services are available and can be purchased for an additional cost. Please contact sales@fabspeed.com, info@fabspeed.com, or call 267-296-4177 for more information. The customer agrees to take responsibility for lost packages that were not independently insured or sent without requiring a signature. The customer understands they will be liable in the event

of additional fees, tariffs, or legal issues such as border seizure. The customer accepts these risks and agrees to release Fabspeed Motorsport of all liability.

Fabspeed Motorsport reserves the right to charge a shipping and handling fee on every order being shipped from our facility. This fee is universal and applies to all retail and wholesale purchases and cannot be waived or credited.

For retail deliveries within the USA, due to the tax nexus established by the South Dakota v. Wayfair Supreme Court decision, taxes will be calculated/collected for the delivery address of each order.

Tuning Warranty>Returns

VEHICLE MANUFACTURER WARRANTY AND EMISSIONS DISCLAIMER

Some items sold and/or installed by Fabspeed Motorsport Tuning may potentially void portions of your vehicle's factory warranty. Some items may not be legal for "street and highway driven vehicles". Fabspeed Motorsport Tuning makes no guarantees to the legality of any parts used for "street and highway driven vehicles" and accepts no responsibility for compliance with the vehicle's factory warranty. Due to the nature of the tuning process as well as the rapid evolution of electronics and programming, all tuning sales (Xpertune or Bench flash) are considered **final** one calendar year from the invoice date even if the tune file is not requested. While we will make every effort to offer support for tuning after this time frame, we, unfortunately, cannot guarantee a completed tune.

Purchase Disclaimer: Fabspeed Motorsport does not condone the use of emission defeat devices for any vehicles used on public streets or roadways. Fabspeed Motorsport will not tamper, remove, disable, or bypass emissions equipment on a motor vehicle in accordance with **40 CFR Section 86.1854.12(a)(3), Clean Air Act 40 CFR 1068.101(b)**. This includes software, known as "tunes", that reprogram a motor vehicle's electronic control module to alter engine performance and enable the removal of filters, catalyst, and other critical emissions controls.

REMOTE TUNING

When using the remote tuning device (HHT), there are times when the Engine Control Unit (ECU) ID file that allows Fabspeed to create the necessary stock and tune files is not in our tuning database. Unfortunately, to tune the car will require the cars ECU to be sent to Fabspeed to retrieve the necessary information to create the stock and tune files. This can not be completed remotely. The ECU needs to be hardwired, via special equipment, to the Fabspeed tuning computer, to access this information. Once the ECU ID file is copied, Fabspeed is able to compile both the stock and tune file that can be uploaded to the HHT. Fabspeed does understand the inconvenience of sending the cars ECU to have the ID copied, unfortunately this is something beyond Fabspeed's control. Fabspeed will accept returns for the HHT in accordance with our return conditions.

BENCH TUNING/REMOTE TUNING - GENERAL

Advertised performance results may vary from a multitude of factors and may not be similar on other platforms or vehicles. All vehicles are maintained and perform differently. Fabspeed Motorsport cannot guarantee exact or similar results from one car to another because of that. Our Tuning systems are engineered to produce the safest and most

power out of the engine as possible. Fabspeed Motorsport will not and cannot be held responsible for different cars representing numbers on different dynos, or at different times of the year. Atmospheric conditions can alter the results of any dyno session. The Fabspeed Motorsport Dyno Jet weather station is always used when engineering and validating our tuning data. Fabspeed Motorsport is not liable for tuning limitations due to faulty engine sensors or ignition components.

Tunes purchased are for the original purchaser of the tune and do not follow the vehicle when it changes owners. Please be advised, for all vehicles that are Fabspeed Motorsport tuned (writing directly to the ROM, or using the XperTune device), the tune can be overwritten or rewritten by Manufacturer/dealer equipment and high-end scan tools utilizing SAE J2534 programming. Fabspeed Motorsport is not liable for any post tuning modifications from these devices. Should this happen and original purchaser want a new tune file, it would be the customer's responsibility to have the ECU removed and/or Handheld device shipped to Fabspeed Motorsport for retuning. A retuning fee will be applied.

Please be aware, when tuning, file corruptions can occur. Especially during any file transfer. A battery charger must be used while transferring files with the Fabspeed Motorsport Xpertune device.

PROCEDURES FOR WARRANTY CLAIMS WITH FABSPEED MOTORSPORT TUNING

Should a customer have a concern with any tune or device, the customer must contact Fabspeed Motorsport either through service@Fabspeed.com or tuning@Fabspeed.com. Our customer service and/or tuning departments will investigate your concerns during our normal business hours Monday to Friday 9:00 – 6:00 EST.

Before submitting a ticket for a problem with a XperTune device, please review Fabspeed Motorsport's Handheld tuner tutorial video <https://youtu.be/wVJxHcXOhMk>. Please be aware that, depending on the car's manufacturer, this process may take up to 30 minutes to complete. The car will need to be turned on and off several times and may do this automatically. Please follow the status on the device screen.

When submitting a service ticket please have your invoice or sales order number on hand. The following steps will then be followed:

- The My Genius Client program is necessary for the Fabspeed Motorsport XperTune file to be transferred and written to the cars Electronic Control Module (ECU) or Digital Motor Electronics (DME). This program does not work on the Apple platform. The My Genius Client is an executable (.EXE) program and needs a clear path to the internet. Fabspeed Motorsport does not provide IT services to disable firewalls and internet barriers.
- A Fabspeed Motorsport Representative will determine if product needs to be returned to Fabspeed Motorsport for inspection. A Return Merchandise Authorization (RMA) number will be given to be placed clearly on the shipping label.
- It is the responsibility of the customer to pay for shipping back to Fabspeed Motorsport.
- If Fabspeed Motorsport finds the component to be defective and within the warranty period, Fabspeed Motorsport will repair, replace, or issue credit to the customer at Fabspeed Motorsport's discretion. Any repaired or replaced product will be returned to the customer, freight is the responsibility of the retailer or customer. Please note that no replacement warranty parts can be shipped until original parts are returned to Fabspeed Motorsport for inspection.
- Once a tune has been loaded into a car by either the XperTune device or a bench tune, Fabspeed Motorsport has the right to attempt to retune the vehicle. Tunes are performed by file transfer, and data corruption/errors is always possible.

FABSPEED MOTORSPORT WARRANTY INFORMATION

The XperTune files are considered proprietary software. Fabspeed Motorsport offers a 30-day return policy for all tuning. The method of return will depend on the method of tuning. **Note: this may involve returning the ECU/DME back to Fabspeed Motorsport. All shipping cost are the responsibility of the customer. For tunes requiring the XperTune device, the cars stock tune file must be reloaded into the car. The Xpertune device shows every file transfer. There will no credit issued for Xpertune devices that indicate the XperTune is still in the ECU/DME. Tunes that require the ECU/DME to be sent in will incur a 25% service charge.**

Fabspeed Motorsport warrants to the consumer that all our XperTune tuning devices will be free from defects in material and workmanship for a period of two (2) years from date of the original purchase if it is installed by Fabspeed Motorsport's direct customer or a Fabspeed Motorsport approved installer. Hardware that fails within this two (2) year warranty period will be repaired or replaced at Fabspeed Motorsport's discretion, when determined by Fabspeed Motorsport that the product failed due to defects in material or workmanship.

This warranty is limited to the repair or replacement of the purchased Fabspeed Motorsport part. In no event shall this warranty exceed the original purchase price of the Fabspeed Motorsport part nor shall Fabspeed Motorsport be responsible for special, incidental, or consequential damages or cost incurred due to the failure of this product. Written proof of the installation, that includes date of install or customer invoice date, is required to verify warranty claims. Warranty claims to Fabspeed Motorsport must be shipping and cost prepaid and accompanied with dated proof of purchase and return authorization number. This warranty applies only to the original purchaser of product and is non-transferable. All implied warranties shall be limited in duration to the said two (2) year warranty period. Improper use or installation, use for racing, accident, abuse, unauthorized repairs, or alterations voids this warranty. Fabspeed Motorsport disclaims any liability for consequential damages due to breach of any written or implied warranty on all products manufactured by Fabspeed Motorsport. Warranty returns will only be accepted by Fabspeed Motorsport when accompanied by a valid Fabspeed Motorsport issued RMA number. Credit for defective products will be issued pending inspection. Product must be received by Fabspeed Motorsport within thirty (30) days of the date the RMA is issued. A proof of purchase is required for all Fabspeed Motorsport warranty claims. If you have a warranty issue, please email service@Fabspeed.com and a customer service representative will be happy to assist you.

FABSPEED MOTORSPORT CARBON FIBER WARRANTY

The Fabspeed carbon fiber is a handmade product using state-of-the-art production methods. Pre-impregnated (prepreg) carbon fiber sheets are hand rolled into a mold and solidified by using vacuum and pressure in autoclave ovens. Once cured, they are hand sprayed with an ultraviolet-resistant clear coat and hand-polished to a brilliant shine. It is completely normal to have slight variations from part to part.

Fabspeed warrants our product to be free from defects in workmanship and materials, under normal use and conditions, for a period of one (1) year from the original invoice date. Shipping and handling fees are to be paid for by the customer. The manufacturer agrees, at its option during the warranty period, to repair any defect in material or workmanship or to furnish a repaired or refurbished product of equal value in exchange without charge (except for a fee for shipping, handling, packing, return postage, and insurance which will be incurred by the customer). Such repair or replacement is subject to verification of the defect or malfunction and proof of purchase as confirmed by showing the model number on the original dated sales receipt.

Fabspeed is not responsible for product failures or failures due to installation. Certain products are intended for race use only as suggested by the manufacturer and should be installed and set up by professional service centers ONLY. As stated above we are not responsible for shipping costs other than for our own mistake of incorrect shipping. Any item that is altered or changed from its original state without the consent of the manufacturer and or Fabspeed, will not be able to be returned or receive warranty support. The warranty of a product is facilitated by Fabspeed who reserves the right to deny coverage.

The Fabspeed warranty has limitations. As such, OUR WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR REVENUES, INSTALLATION OR DE-INSTALLATION COSTS, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, SHIPPING CHARGES, FEES OR FINES, DAMAGE TO THE VEHICLE OR ITS COMPONENTS OR SURROUNDINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGE. OUR LIABILITY IS EXPRESSLY LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT YOU RECEIVED.

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