



**#1 in Dodge Cummins Performance**

**THIS IS A HIGH PERFORMANCE PRODUCT USE AT YOUR OWN RISK**

**This product is intended for OFF ROAD USE ONLY  
This product is not intended to be used to break the law**

Do not use this product until you have read the following agreement.  
This agreement sets forth the terms and conditions for the use of this product.

**The installation of this product indicates that the buyer has read and understands this agreement and accepts the terms and conditions.**

**DISCLAIMER OF LIABILITY**

**Smarty Performance King**, it's distributors, jobbers 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 he is not relying on the Sellers 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 thesellers 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 equipment purchased. Under no circumstances will the seller be liable for any damages or expenses by reason of use or sale of any such equipment.

The Seller assumes no liability regarding the improper installation or misapplication of its products.  
It is the installers responsibility to check for proper installation and in doubt contact the manufacturer.

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

**LIMITATION OF WARRANTY**

**Smarty Performance King** (Hereafter Seller) 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 Seller and Buyer.

The warranty is limited to one ( 1 ) year from the date of sale and limited solely to the parts contained within the products kit. 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 **Smarty Performance King**.

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.

In the event that the buyer does not agree with this agreement: 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 TEN (10) DAYS FROM THE DATE OF PURCHASE FOR A FULL REFUND.

**THE INSTALLATION OF THIS PRODUCT INDICATES THAT THE BUYER HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS.**