

**ACKNOWLEDGMENT OF LEGALLY APPROVED CLOSED-COURSE USE AND
RELEASE, ASSUMPTION OF RISK AND INDEMNITY**



Griffin Motorwerke, Inc.
1146 6th Street Berkeley, CA 94710
Tel: 510.524.7447 Fax: 510.524.4946
Info@g-werke.com
www.g-werke.com

READ THIS WAIVER IN FULL BEFORE COMPLETING AND SIGNING. IF YOU ARE UNCLEAR OR DO NOT AGREE TO ANY PART OF THIS WAIVER DO NOT SIGN. IF YOU AGREE TO THE TERMS HEREIN SIGN AND RETURN THIS WAIVER TO GRIFFIN MOTORWERKE, INC.

YOU MAY RETURN YOUR SIGNED WAIVER TO US VIA FAX, SCAN & EMAIL, PHOTO & EMAIL, COURRIER, POSTAL MAIL, OR IN PERSON AT THE ADDRESSES ABOVE. GRIFFIN MOTORWERKE, INC. MUST HAVE A SIGNED COPY OF THIS FORM BEFORE WE CAN SHIP YOUR PART(S).

BUYER INFORMATION

Name¹ (Printed): _____

Address: _____

City, State/Province, Zip/Post Code: _____

Country: _____

Telephone / Facsimile: () - / () - _____

Electronic Mail: _____

¹For an individual buyer, write person's name. For a corporate buyer, write company's name.
For a reseller, write company's name.

GENERAL WAIVER

The Buyer(s) assumes all associated risk of the purchase and/or use of the products purchased. Griffin Motorwerke, Inc. assumes no responsibility of any personal injury, death, or property damage associated with the use of any of the purchased products. The Buyer(s) assume all responsibility of ensuring that all applicable speed, safety, and emission restrictions are followed during the use of the product purchased. Determining the nature of these laws and ordinances is the responsibility of the Buyer(s).

Manufacturer Limited Vehicle Warranties should be referred to before installation and use of the purchased products. Griffin Motorwerke, Inc. shall not be responsible for the avoidance of any warranties. The vehicle manufacturer is to be referenced directly by the Buyer(s) to determine what is or is not permissible under any applicable warranty. The Buyer(s) assume all possible damages and associated costs in the situation of warranty avoidance.

Installation, service, and use are solely the responsibility of the Buyer(s) and Installer(s) of the given product. Griffin Motorwerke, Inc. assumes no liability for personal injury or property damage due to misuse, mis-installation, or improper service of the purchased products. The Buyer(s) and Installer(s) assume all responsibility of ensuring that all proper instructions for installation and use are followed.

Griffin Motorwerke, Inc. will not be held liable for indirect, incidental, and/or consequential damages caused by the purchase, installation, and/or use of the product.

SPECIFIC WAIVER REGARDING DEVICES THAT MODIFY EMISSIONS CONTROL SYSTEMS

Some or all of the purchased products are designed for closed-course, competition use only. Using such products on municipal, county, state, federal, or other public roads is a violation of the federal Clean Air Act as administered by the U.S. Environmental Protection Agency (see www.epa.gov/air/caa/), and may be in violation of the laws of the States of New York (see www.dec.ny.gov/) and California (see www.arb.ca.gov/). Before installing such products and signing this disclaimer please read the applicable laws and regulations of the relevant jurisdictions to make sure your intended use of the purchased products is not a violation. Signing this document indicates that this disclaimer has been read and fully understood by both the Buyer(s) and Installer(s).

Diesel Particulate Filter (DPF), Exhaust Gas Recirculation (EGR), and Catalytic Converter systems are important devices that reduce harmful emissions. If your vehicle was equipped from the manufacturer with any of these components it is illegal to modify or remove them for any purpose other than closed-course/competition use of your vehicle. Any product that modifies any one of these systems can only be used in a closed-course manner that does not violate the federal Clean Air Act, or analogous statutes of the relevant states.

ACKNOWLEDGMENT

By signing below, Buyer(s) hereby agree and acknowledge:

1. I have asked Griffin Motorwerke, Inc. to sell me a high performance, emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems) for me to resell, or for installation in my vehicle or a vehicle which I am responsible for repairing or modifying.
2. I have been provided a copy of Griffin Motorwerke, Inc.'s EMISSIONS WARNING: COMPETITION/MOTORSPORT USE ONLY. NOT LEGAL FOR ROAD USE, which I read and understood.
3. I am aware that any emission modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems) is for use only in closed-course situations that do not violate any laws applicable in my area and may not be used for any other purpose.
4. I represent and warrant that I am purchasing an emission modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems) for the sole purpose of installing it on a vehicle that will only be used in closed-course situations that do not violate any laws applicable in my area. I also represent and warrant that I have no intention of using the vehicle, or encouraging, enabling, or promoting the use of such vehicle, in any other situations.
5. I have indicated to Griffin Motorwerke, Inc. that I am aware that if I violate this agreement and use, or encourage, enable, or promote the use of the modified vehicle for any use other than legally permissible closed-course situations, the vehicle will be in violation of emission standards causing it to fail emission compliance testing and I will be subject to penalties and fines. The undersigned assumes all responsibility for the foregoing.
6. I have indicated to Griffin Motorwerke, Inc. that I am aware that installation of any part that is not a manufacturer approved replacement may void vehicle and engine warranties. Products sold by Griffin Motorwerke, Inc. may not be manufacturer approved and may void these warranties. The undersigned assumes all responsibility for the foregoing.
7. I understand that I must destroy the original emissions label on the vehicle upon installation of any emissions modifying device (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems), or I acknowledge that I have already destroyed the original emissions label.
8. I understand that all records of sales of emissions modifying devices (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems) will be archived by Griffin Motorwerke, Inc. I hereby consent to Griffin Motorwerke, Inc.'s sharing its records of any and all of my purchases of emissions modifying devices,

including this ACKNOWLEDGMENT OF LEGALLY APPROVED CLOSED-COURSE USE AND RELEASE, ASSUMPTION OF RISK AND INDEMNITY, with any local, state, or federal governmental authority.

9. I hereby agree and consent that this ACKNOWLEDGMENT OF LEGALLY APPROVED CLOSED-COURSE USE AND RELEASE, ASSUMPTION OF RISK AND INDEMNITY shall cover, apply to, and be in force for all of my past, current, and future purchases from Griffin Motorwerke, Inc.

THEREFORE, in consideration of Griffin Motorwerke, Inc.'s sale to me of high performance, emissions modifying devices (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems), I, on behalf of myself, and my successors, assigns and affiliates (collectively the "Releasing Parties"), hereby release and forever waive and discharge Griffin Motorwerke, Inc. and its affiliates, successors, assigns, directors, officers, agents, representatives, employees and equipment manufacturers and distributors (collectively the "Released Parties"), both jointly and severally, from any and all actions, covenants, claims and demands for damages or injuries (to the vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or arising out of, any emissions modifying devices (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems), including, without limitation, any claims related to failure to meet emissions standards, failure to use the vehicle solely for legally approved closed-course use, and voided warranties. I hereby desire and agree to assume all risk and consequences associated with the use of the product purchased from Griffin Motorwerke, Inc.

I FURTHER agree to indemnify and hold harmless the Released Parties from any and all actions, covenants, claims and demands for damages or injuries, costs or losses, injuries (to my vehicle or any person or other property), and claims for penalties, fines or other actions taken by any governmental authority, however arising, which may have been or may be sustained by, or in any way relating to or arising out of, any emissions modifying devices (such as those intended to remove or modify DPF, EGR, and Catalytic Converter systems), including, without limitation, any claims related to failure to meet emissions standards, failure to use the vehicle solely for legally approved closed-course use, and voided warranties.

IN WITNESS WHEREOF, I execute this ACKNOWLEDGMENT OF LEGALLY APPROVED CLOSED-COURSE USE AND RELEASE, ASSUMPTION OF RISK AND INDEMNITY having fully read and understood it and willingly agreeing to and acknowledging all of its terms.

Your Signature or Signature of Company Representative

Date