

# Spectre Product Warranty

## Limited Warranty

Spectre Performance hereby warrants to the original purchaser (Hereinafter Buyer) that at the time of original purchase, the products manufactured by Spectre Performance will be free from defects in workmanship and material, but that the Buyer's remedies under this Limited Warranty shall be limited to the following, running from the original date of purchase: This Warranty is a limited 90 day warranty commencing on the original date of purchase.

This Warranty shall apply only if Buyer provides Spectre Performance with written notice of the defect. Notice must be sent to Spectre Performance, 1455 Citrus Street, Riverside, CA 92507, and must include a receipt or proof of purchase that includes the original date of purchase, and a description of the defect.

Upon receipt of written notification of defect, Spectre Performance's liability and Buyer's remedy under this warranty is limited to the repair or replacement at Spectre Performance's election, as long as it is shown to Spectre Performance's reasonable satisfaction to have been defective.

This express warranty extends only to the original retail or wholesale Buyer. It does not apply if the Spectre Performance product, or parts thereof, is installed in violation of the applicable codes or ordinances, or is not installed in accordance with our instructions, is damaged by lightning or Act of God, or is misused, damaged by accident, altered or disconnected. In no event shall Spectre Performance be liable for any damage to persons, property or area surrounding the installation site caused by any malfunction of the product.

No warranty shall extend to any replacement furnished under this warranty beyond the unexpired portion of original part warranty given on the original part or system, which has been replaced.

Each product that is either repaired or replaced under this Warranty shall be provided for at our office address listed above. We will not pay, nor be responsible for, shipping, transportation or delivery charges, or other cost removal of a defective product or installation of a replacement product. The original product or part thereof that is replaced under this warranty shall become our property, and as such will, at our request, be returned to our factory with transportation charges replaced by the Buyer.

Spectre Performance reserves the right to discontinue a product for any reason, without notice, at any time. If a product that has been discontinued proves defective, within the terms expressed in this Limited Warranty, a substitute product may be provided at the Seller's election, as a replacement for the original discontinued product.

**DISCLAIMER OF WARRANTIES: LIMITATION OF BUYER'S REMEDIES**

**EXCEPT FOR THE PRORATED REPAIR OR REPLACEMENT AT SELLER'S OPTION WHICH IS EXPRESSLY SET FORTH ABOVE, SPECTRE PERFORMANCE EXTENDS NO**

WARRANT OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR PURPOSE FOR WHICH SOLD, EXCEPT FOR THE LIMITED REPAIR OR REPLACEMENT SPECIFIED ABOVE, UNDER NO CIRCUMSTANCES WILL SPECTRE PERFORMANCE BE LIABLE TO BUYER UNDER OR IN CONNECTION WITH ANY MANUFACTURE OR SALE OF SPECTRE PERFORMANCE'S PRODUCTS UNDER ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR BUYER'S COST OF EFFECTING INSURANCE COVERAGE.

THE FOREGOING LIMITED WARRANTY EXPRESSED HEREIN CONSTITUTES THE SOLE AND ENTIRE WARRANTY WITH RESPECT TO SPECTRE PERFORMANCE'S PRODUCTS AND IS IN PLACE OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

THIS WARRANTY MAY NOT BE EXPANDED OR EXTENDED BY ANY ORAL REPRESENTATION, WRITTEN SALES INFORMATION, ADVERTISING, DRAWINGS OR OTHERWISE. SPECTRE PERFORMANCE IS NOT RESPONSIBLE HEREUNDER FOR INCIDENTAL DAMAGE TO PERSON OR PROPERTY, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED IN THIS LIMITED WARRANTY TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES, INCLUDING, WITHOU LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited Warranty shall be governed by and interpreted in accordance with the California Uniform Commercial Code and by the procedural laws of the State of California. Any lawsuit or other action which arises out of, relates to, or is in connection with the manufacture or sale of the shall be governed by California law, and the venue for any such action shall be the Superior Court of the State of California in and for Riverside County, California.