

TERMS OF SALE

Thank you for your interest in the products and services of Intelline. These Warranty/Policies (the “Terms”) of sale are the only terms which govern the sale of the products delivered hereunder by Intelline Inc. (“Products”). Intelline Inc.’s (“Intelline”, “we”, or “our”) acceptance of the customer’s (“Customer”) order is made expressly conditional on Customer’s assent to the Terms set forth herein. These Terms shall prevail to the extent they are inconsistent with any purchase order, acknowledgement, acceptance or other document of Customer, and Intelline does not accept, and expressly disclaims, all terms and conditions other than those expressly set forth herein. Notwithstanding anything herein to the contrary those terms and conditions contained in any written sales contract signed between the Customer and Intelline covering the Products shall prevail to the extent they are inconsistent with these Terms. Acceptance of the Products by Customer shall constitute assent to these Terms and these Terms shall become a binding contract on the terms set forth herein.

Final Sale

All sales are final. No Products may be returned to Intelline without Intelline’s prior written authorization. Any refund provided is at Intelline’s sole discretion. Shipping charges on all authorized returns are the sole obligation of the Customer.

Warranty

This Limited Warranty applies to Products purchased from Intelline.

What does this limited warranty cover?

This Limited Warranty covers any defects in material or workmanship under normal use during the Warranty Period. During the Warranty Period, Intelline will repair or replace, at no charge, products or parts of a product that proves defective because of improper material or workmanship, under normal use and maintenance.

What will we do to correct problems?

Intelline will repair the Product at no charge, using new or refurbished replacement parts.

How long does the coverage last?

The Warranty Period for Products purchased from Intelline is 180 days from the date of purchase. A replacement Product or part assumes the remaining warranty of the original Product.

What does this limited warranty not cover?

This Limited Warranty does not cover any problem that is caused by:

- Conditions, malfunctions, or damage not resulting from defects in material or workmanship

What do you have to do?

To obtain warranty service, you must first contact us at sales@intelline.ca to determine the problem and the most appropriate solution for you.

Off-Road/Competition Use Only

Customer acknowledges and agrees that our Products are developed and intended for off-road/competition use only in a controlled environment and may be used only on vehicles used solely for off-road/competition purposes. Products sold for off-road/competition use only are intended for racing vehicles which may never be used on public streets, roads, or highways, and may be in violation of federal or state/provincial emissions standards, Department of Transportation/Transportation Canada regulations, or local and state/provincial traffic regulations.

Customer acknowledges and agrees that use on any state or federal highway may constitute a violation of the Clean Air Act (CAA). The CAA can be found at <http://www.epa.gov/air/caa/>. The CAA contains, in detail, what are considered to be violations of motor vehicle emission standards and corresponding penalties for failure to obey, and should be read in full before acknowledging this disclaimer and/or installing this off-road/competition use only Product.

Customer acknowledges and agrees that it is responsible for understanding and complying with all local, state, and federal laws. Customer agrees to indemnify, defend, and hold harmless Intelline and its subsidiaries and related companies (and its and their respective officers, directors, employees and agents) from and against any and all claims, demands, and expenses, including reasonable attorneys' fees for the defense thereof, arising out of or in connection with any failure by the Customer to comply with any local, state and federal laws.

Liability

All performance modifications and installations are at the Customer's own risk. Intelline holds no responsibility either implied or otherwise for mechanical, electrical or other failure when using the Products. Intelline assumes no responsibility for personal injury, labor, or any other injury arising out of the use of the Products. The Customer assumes full responsibility for our Product upon delivery.

For the avoidance of doubt, under no circumstances shall Intelline be liable for any defect or damage due to: (a) transportation; (b) storage; (c) improper use, installation, or adjustment; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications or alterations; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, neglect, or other actions or events beyond Intelline's reasonable control.

Proposition 65

The Customer acknowledges that the Products can expose individuals to chemicals including Dichloromethane (Methylene chloride), which is known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.

General

- These Terms of Sale constitute the entire agreement between Intelline and you, and there are no representations, conditions, or oral agreements or understandings, except as set forth in this Agreement.
- The failure of Intelline to insist upon a strict performance of any of the terms will not be deemed a waiver of any rights or remedies that Intelline may have and will not be deemed a waiver of any subsequent breach or default in any such terms.
- You agree that if any part of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains in full force and effect.
- This Agreement is made pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein.