

Product Liability Disclaimer

INTRODUCTION.

This Product Liability Disclaimer ("Disclaimer") applies to all purchases of Product designed for Harley Davidson Evolution and Twin Cam engines, sold by LS Wimmer Machine Co. Inc. doing business as Wimmer Custom Cycle ("Company"). By purchasing the Product, the purchaser ("Purchaser") agrees to the terms outlined herein.

DESCRIPTION OF THE PRODUCT.

The LS Wimmer Machine Co. Inc. Compression Release Kit (the "Product") is engineered for compatibility with Harley Davidson Evolution and Twin Cam engines.

MODIFICATIONS AND UNAUTHORIZED USE.

Purchasers are expressly cautioned against making any modifications, alterations, or engaging in unauthorized uses of the Product that deviate from its intended design and application as detailed by the Company. Such unauthorized actions include, but are not limited to, altering the Product's components, adapting it for use in non-specified engine models, or any form of tampering that alters the Product's original configuration.

It is imperative for the safety and effectiveness of the Product that all users adhere strictly to the installation and operational guidelines provided by LS Wimmer Machine Co. Inc. Unauthorized modifications or uses of the Product are strongly discouraged as they can compromise the Product's performance, lead to mechanical failures, or pose significant safety risks to the user and others.

The Company explicitly disclaims all liability for any direct, indirect, incidental, or consequential damages that may result from such modifications or unauthorized uses. This disclaimer includes, but is not limited to, potential damages to the Product itself, the motorcycle, property damage, personal injury, or any other adverse outcomes that may arise from the failure to adhere to the Company's guidelines for proper use.

By purchasing the Product, the Purchaser acknowledges the importance of compliance with this provision. Any breach of this policy by modification, alteration, or unauthorized use of the Product relieves LS Wimmer Machine Co. Inc. from any obligations related to the Product, including, but not limited to, support, repair, replacement, or liability for damages arising from such actions.

DISCLAIMER OF INSTALLATION RESPONSIBILITY.

While the Product is engineered for straightforward installation, necessitating no modifications to the cylinder heads, the Company expressly disclaims any responsibility for the installation process.

The Purchaser acknowledges that the responsibility for the installation of the Product rests solely with them or with a third-party installer of their choosing. The Company provides detailed guidelines and instructions intended to facilitate a correct and safe installation of the Product. However, it is imperative that these instructions are followed diligently by a person or entity with the requisite technical knowledge and expertise in motorcycle maintenance and repair. Failure to adhere to these guidelines or engaging in improper installation practices can lead to product malfunction, potential damage to the motorcycle, or safety risks.

The Company, therefore, emphasizes that it does not endorse, recommend, or assume liability for any third-party installation services. The Purchaser must ensure that the installer selected has the necessary qualifications, experience, and understanding of the Product and its installation requirements. The Company is not liable for any direct, indirect, incidental, or consequential damages that may arise from the installation process, irrespective of whether the installation was performed by the Purchaser or a third party.

By purchasing the Product, the Purchaser agrees to release the Company from any claims, damages, liabilities, costs, or expenses arising from the installation of the Product. This includes any issues that may result from incorrect installation, such as but not limited to, engine damage, reduced vehicle performance, personal injury, or property damage.

The Company's provision of installation guidelines does not constitute an offer to assume any duties related to the installation of the Product. The Purchaser's decision to undertake the installation themselves or to engage a third party for this purpose is a decision made independently of the Company, and all risks associated with this decision are borne by the Purchaser.

NO WARRANTIES FOR PRODUCT SUITABILITY.

The Company hereby expressly declares that, apart from the explicit representations regarding the design and intended use of the Product for specified motorcycle engines, no further warranties or guarantees are provided regarding the Product's suitability for any particular purpose or compatibility with any other motorcycle engine or model not specifically mentioned. This includes, but is not limited to, any implicit assurance that the Product will meet the Purchaser's expectations in scenarios outside of those expressly stated by the Company.

It is the responsibility of the Purchaser to verify and confirm the suitability of the Product for their specific motorcycle model and to ascertain that the Product meets their individual needs and requirements. The Company provides detailed product specifications and intended use

information to aid in this assessment. However, the final determination of compatibility and suitability rests with the Purchaser.

Accordingly, the Product is sold “as is” without any warranties of fitness for a particular purpose, merchantability, or any other implied warranties. The Purchaser acknowledges that they have not relied on any representation or warranty made by the Company, or any of its agents, that is not explicitly stated within this document or the Product documentation.

The Purchaser's acceptance of these terms signifies an understanding that the Company cannot accept liability for the Product's failure to perform in untested conditions or configurations or in conjunction with motorcycles and accessories not specified. Furthermore, the Company shall not be liable for any incidental, consequential, or special damages arising from the use or inability to use the Product, even if such damages arise from the Product's incompatibility with a motorcycle model not expressly supported by the Company.

“AS IS” SALE.

The Product is offered for sale and shall be sold on an "as is" basis and is provided without warranties beyond those explicitly stated within the official documentation provided at the point of sale.

The term "as is" constitutes an unequivocal acknowledgement by the Purchaser that the Product is purchased in its current state and condition, with the Company making no representations or warranties, express or implied, regarding the Product's quality, performance, merchantability, fitness for a particular purpose, or any other implied warranty under the law.

This provision explicitly delineates the scope of the Company's liability concerning the Product, specifying that the Purchaser's decision to procure the Product is informed by their judgement, based on available information, including the Product's specifications and intended use. The Purchaser hereby assumes all risks associated with the Product's condition, including but not limited to, any costs incurred for repair, replacement, or modifications necessitated by the Purchaser's specific use case or any unforeseen compatibility issues with their motorcycle model, not explicitly supported by the Company.

Furthermore, this "as is" sale provision serves to clarify that the Company shall not be held liable for any direct, indirect, incidental, consequential, or punitive damages arising from the use of the Product, its performance, or the inability to use the Product as intended. This includes, but is not limited to, damages related to loss of use, loss of profits, or loss of data, whether or not the Company has been advised of the possibility of such damages.

GENERAL LIMITATION OF LIABILITY.

THE COMPANY HEREBY EXPRESSLY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PURCHASER ACKNOWLEDGES AND AGREES

THAT THE COMPANY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- The use or the inability to use the Product;
- The cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Product;
- Unauthorized access to or alteration of the Purchaser's transmissions or data;
- Statements or conduct of any third party on the Product;
- Any other matter relating to the Product.

This limitation of liability applies regardless of the theory of liability, whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory, and even if the Company has been advised of the possibility of such damages.

Further, the Purchaser agrees that the Company's total liability, if any, for any type of damages described herein, shall not exceed the purchase price of the Product, providing the Purchaser with a prompt and exclusive remedy. This limitation is a fundamental element of the basis of the bargain between the Company and the Purchaser. The Product would not be provided without such limitations.

INDEMNIFICATION.

The Purchaser hereby agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this provision, and the cost of pursuing any insurance providers, arising out of or resulting from the use, misuse, or inability to use the Product provided by the Company.

This indemnification obligation covers, but is not limited to, any liabilities arising from:

- The improper installation, maintenance, or operation of the Product by the Purchaser or any third party engaged by the Purchaser;

- The Purchaser's failure to comply with applicable laws, regulations, or standards in the use of the Product;
- The Purchaser's breach of any representations, warranties, or obligations under this agreement;
- Any modifications, alterations, or unauthorized use of the Product by the Purchaser or any third party;
- Any claim made by a third party in relation to the Purchaser's use of the Product, including, but not limited to, claims for personal injury, death, or property damage.

The Purchaser's indemnification obligation shall extend to any scenario where the Product is utilized in a manner not specifically endorsed by the Company, or where the Product is combined with other products or equipment in a manner that causes harm or is alleged to cause harm.

COMPLIANCE WITH THE LAWS.

The Purchaser of the Product provided by the Company unequivocally agrees to comply with all applicable local, state, federal, and international laws, regulations, ordinances, and standards pertaining to the possession, installation, use, and maintenance of the Product. This comprehensive adherence includes, but is not limited to, environmental legislation, traffic regulations, safety standards, and any specific legal requirements governing the operation and modification of motorcycles within the jurisdiction(s) where the Product will be used.

The Purchaser acknowledges their responsibility to thoroughly understand and adhere to the legal obligations and restrictions associated with the Product, including obtaining any necessary approvals, permits, or inspections required for lawful use. This duty extends to ensuring that the Product's installation and use do not infringe upon any legal statutes or regulations, particularly those concerning vehicle emissions, noise levels, roadworthiness, and safety standards.

Furthermore, the Purchaser agrees to undertake all necessary steps to remain informed about relevant legal updates and changes that may impact the legal standing of the Product's installation and use. The Purchaser's commitment to legal compliance is pivotal in safeguarding against potential legal actions, penalties, or fines resulting from violations of laws or regulations.

The Company disclaims any liability for the Purchaser's failure to comply with legal requirements or to secure appropriate certifications, and the Purchaser hereby indemnifies the Company against any legal actions, claims, damages, or expenses arising from such non-compliance. The Purchaser's obligation under this provision encompasses the responsibility to ensure that their use of the Product does not negatively impact public safety, environmental integrity, or the legal rights of third parties.

ENTIRE AGREEMENT.

This Disclaimer, including any attachments and appendices referenced herein, constitutes the entire agreement between the Company and the Purchaser regarding the sale and use of the Product and supersedes all prior agreements, understandings, representations, and warranties, both written and oral, between the Company and the Purchaser concerning the Product. No amendment or modification of this agreement shall be effective unless it is in writing and signed by both parties. The Purchaser acknowledges that they have not relied on any statement, promise, or representation not contained in this agreement.

SEVERABILITY.

If any term, clause, or provision of this agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, clause, or provision of this agreement or invalidate or render unenforceable such term, clause, or provision in any other jurisdiction. Upon such determination that any term, clause, or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

GOVERNING LAW.

This agreement and any disputes arising out of or related to this agreement or the use of the Product shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Pennsylvania for all disputes arising out of or related to this agreement or the use of the Product.

ACKNOWLEDGEMENT.

By proceeding with the purchase, installation, and use of the Product, the Purchaser hereby acknowledges and agrees to the following: The Purchaser has read, understood, and agrees to be bound by the terms and conditions outlined in this agreement, including, but not limited to, the provisions relating to the "AS IS" sale, General Limitation of Liability, Indemnification, Compliance with the Laws, Entire Agreement, Severability, and Governing Law as set forth herein. The Purchaser has independently assessed the suitability of the Product for their intended use and motorcycle compatibility. The Purchaser acknowledges that the Company has provided sufficient information for this assessment and that the Company makes no additional warranties regarding product suitability beyond those explicitly stated. The Purchaser accepts full responsibility for the installation of the Product, recognizing that proper installation is crucial for the Product's performance and safety. The Purchaser agrees that the Company is not responsible

for any issues, damages, or injuries resulting from improper installation or use. The Purchaser agrees to comply with all applicable laws, regulations, and ordinances in the installation and use of the Product, understanding that failure to comply may result in legal penalties, invalidation of insurance, or other consequences. The Purchaser accepts and assumes all risks associated with the use of the Product, agreeing that the Company shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use, misuse, or inability to use the Product. The Purchaser acknowledges that no warranties, representations, or agreements not explicitly outlined in this agreement have been made by the Company.