



Warranty Card for Ilmor Kart Mount Assemblies and Kart Mount Clamps

Thank you for your purchase of Ilmor Kart Mount Assemblies and/or Kart Mount Clamps (“Kart Mount Products”). This document sets forth Ilmor’s warranty and limitations with respect to Kart Mount Products.

ILMOR warrants that all Kart Mount Products, when shipped, will be free from manufacturing defects. The warranty is for a period of ninety (90) days from the date of shipment. ILMOR’s sole obligation under the foregoing limited warranty is replacement of defective parts after verification of the defect. Kart Mount Products are not warranted against breakage or wear under any circumstances.

Except for the limited warranty above, Kart Mount Products are sold “AS IS” without representation or warranty of any kind. ILMOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that (i) racing parts and equipment, including Kart Mount Products, are exposed to many and varied conditions due to the manner in which they are installed and used; (ii) once installed or used, the user assumes all responsibility and liability arising from malfunction, damage or misuse of the parts and equipment, including Kart Mount Products, including risk of injury or death; (iii) users of racing parts and equipment must rely upon their own judgment as to the suitable use, service or installation of such parts and equipment; and (iv) auto racing is an inherently dangerous activity and purchasers and users of the racing parts and equipment assume all risk of injury or death.

AS A CONDITION TO YOUR PURCHASE OF KART MOUNT PRODUCTS, YOU AGREE THAT IN NO EVENT SHALL ILMOR OR ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR INJURY OR LOSS OF LIFE, OR WITH RESPECT TO ANY CLAIM OF ANY KIND RESULTING FROM OUR PRODUCTS OR MERCHANDISE OR THEIR USE OR MISUSE, WHETHER THE BASIS OF SUCH LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR ANY OTHER LEGAL THEORY WHATSOEVER. ILMOR’S LIABILITY IN ALL EVENTS SHALL BE LIMITED TO A REFUND OF THE PRODUCT PRICE FOR KART MOUNT PRODUCTS PURCHASED FROM ILMOR. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITATIONS OF LIABILITY OR DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.