



GlowShift Gauges, LLC
444 Commerce Lane, Suite A
West Berlin, NJ 08091
856-768-8300 Ext 4

RESELLER POLICIES

Below are the terms of agreement, policies, and regulations for all GlowShift Gauges, LLC Resellers. By purchasing and reselling GlowShift Gauges, LLC products, you are agreeing to the terms set forth in this document.

ELIGIBILITY

GlowShift Gauges, LLC Resellers require prior approval and shall not be opted into the Reseller Program unless all requirements are met.

- To become a **GlowShift Gauges, LLC Dealer**, a one-time Dealer Buy-In Order equal to Five-Hundred Dollars (\$500.00) or more is required once the application has been approved. To maintain an active Dealer Account, a combined sales amount of One-Thousand Dollars (\$1,000.00) is required each calendar year. GlowShift Gauges, LLC reserves the right to adjust the Dealer Buy-In amount at any time, for any reason.
- To become a **GlowShift Gauges, LLC Distributor**, a one-time Distributor Buy-In Order equal to Two-Thousand Five-Hundred Dollars (\$2,500.00) or more is required once the application has been approved. Distributor shall receive a Distributor Account and Pricing. A combined sales amount of Five-Thousand Dollars (\$5,000.00) is required each calendar year. GlowShift Gauges, LLC reserves the right to adjust the Distributor Buy-In Amount at any time, for any reason.

REQUIREMENTS

Buy-In

The Buy-In must be completed within ninety (90) days of approval of the Reseller's Application. However, GlowShift reserves the right to extend this period at its sole discretion if deemed necessary. Failure to complete the Buy-In within ninety (90) days will render the Reseller's Application null and void. All orders, including Buy-In orders, must be placed through the Authorized Dealer website (www.GlowShiftDealers.com) or the Wholesale Department. Please note that orders placed on the Retail Websites do not qualify for credit towards a Dealer or Distributor Account, regardless of whether an account was active at the time of the order.

Brick and Mortar Retail or Wholesale Location

Resellers must have a Brick and Mortar retail or wholesale location engaged in the sale or service of automotive products (i.e., trucks, motorcycles, and other motorized vehicles). Any Reseller seeking a waiver from the Brick and Mortar store requirement must obtain written consent by GlowShift Gauges, LLC, which will not routinely grant, and may withhold, at its sole discretion. GlowShift Gauges, LLC reserves the right to deny eligibility of the Reseller Application or Account should GlowShift Gauges, LLC believe that the application is inaccurate, incomplete, includes false information, or for any other reason.

Marketplace Policy

Resellers are strictly prohibited from selling on third party e-commerce websites. The definition of such third party e-commerce websites is defined as a site in which the Reseller does not maintain full control and ownership of the primary domain in which the product is listed. Distributing GlowShift Gauges, LLC products on the Amazon Marketplace, eBay, or any other third party marketplace that is **not wholly owned and operated by Reseller (a "Third Party Marketplace") is strictly prohibited**. If Reseller distributes via a Third-Party Marketplace, GlowShift Gauges, LLC may terminate such Reseller's Dealer Account or Distributor Account immediately.



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Sales Tax Exempt

Resellers must be sales tax exempt in order to open an account. Resellers must submit a Sales Tax Exemption Certificate for their state, unless they are located in one of the five states that do not collect sales tax (*i.e., Alaska, Delaware, Montana, New Hampshire or Oregon*).

Authorized Buyers

Authorized Buyers are individuals approved by the Reseller to place orders with GlowShift Gauges, LLC. Once your account is approved, you will receive login credentials for the Authorized Dealer Site, which can be shared with anyone at your company whom you authorize to make purchases on behalf of your company. If you intend to place orders through the GlowShift Dealer Team directly, you must provide a list of authorized users for your company. Please note that each account can only have one username/email address. As an Authorized Buyer, the Reseller is required to promptly inform GlowShift Gauges, LLC of any changes in the status or eligibility of an individual.

ORDERS, PRICE, TERMS OF SALE & PAYMENT

Minimum Advertised Price (MAP) Policy

The GlowShift Gauges, LLC Minimum Advertised Price Policy (MAP) applies to all Resellers. Although Resellers remain free to establish their own resale prices, GlowShift Gauges, LLC will, without assuming any liability, unilaterally suspend a Reseller's account if Reseller advertises GlowShift Gauges, LLC products at prices below those specified in the GlowShift Gauges, LLC's Pricing Sheet. The GlowShift Gauges, LLC MAP Policy is non-negotiable and will not be altered for any Reseller. If any Retailer advertises GlowShift Gauges, LLC prices in foreign currency, prices shall be converted so as to match the value of the United States dollar price as set forth in the GlowShift Gauges, LLC Pricing Sheet at the time of sale. The GlowShift Gauges, LLC MAP Policy applies only to minimum resale prices established by GlowShift Gauges, LLC which are subject to change periodically, or at any given time. The current product listings and applicable prices are available on the GlowShift Gauges, LLC Pricing Sheets. The products, prices, and GlowShift Gauges, LLC MAP Policy are subject to change at the sole discretion of GlowShift Gauges, LLC. Reseller is responsible for remaining current with the GlowShift Gauges, LLC MAP Policy, products, and pricing. The GlowShift Gauges, LLC MAP Policy applies to all advertisements relating to GlowShift Gauges, LLC products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage.

In the event that Reseller does not adhere to the GlowShift Gauges, LLC MAP Policy, GlowShift Gauges, LLC may unilaterally impose sanctions. GlowShift Gauges, LLC may, at its sole discretion, allow Reseller to amend its advertised prices to comply with the GlowShift Gauges, LLC MAP Policy in lieu of any sanctions. Should GlowShift Gauges, LLC allow Reseller to amend its prices so as to comply with the GlowShift Gauges, LLC MAP Policy, Reseller shall have twenty-four (24) hours to correct pricing to comply with the GlowShift Gauges, LLC MAP Policy before Reseller's Account is terminated. Violations of the GlowShift Gauges, LLC MAP Policy may result in GlowShift Gauges, LLC rescinding all authorized Reseller rights. GlowShift Gauges, LLC reserves the right at any time to modify, suspend, or discontinue the GlowShift Gauges, LLC MAP Policy in whole or in part, designate promotional periods, or designate any other period of time during which the GlowShift Gauges, LLC MAP Policy terms change or are not applicable. Reseller acknowledges that GlowShift Gauges, LLC sales personnel have no authority to modify or grant exceptions to GlowShift Gauges, LLC MAP Policy or have any communications with Reseller regarding any violations of the GlowShift Gauges, LLC MAP Policy.

GlowShift Gauges, LLC reserves the right to change the price of any of its products from those shown in the GlowShift Gauges, LLC Dealer Pricing Sheet. In the event of price change, GlowShift Gauges, LLC will inform Reseller via email of such changes with at least seven (7) days' prior notice.



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Promotional Retail Offers

Promotional Retail Offers and Pricing are not applicable on Reseller orders.

Domestic Payments

For orders placed directly on GlowShiftDealers.com, Domestic Resellers may use major credit cards, wire transfers, PayPal, Apple Pay, or Google Pay. Orders placed directly through the GlowShift Dealer Team will be required to make payment via a major credit card.

International Payments

Resellers must contact the GlowShift Dealer Team to place an International order. International Orders must be paid via wire transfer unless approval has been granted by GlowShift Gauges, LLC, for the use of alternative payment methods.

****GlowShift Gauges, LLC currently does not offer Credit Terms. Orders are shipped out once payment has been received in full and cleared by the financial institutions involved.***

Shipments

Reseller is required to pay all shipping fees unless the *Free Shipping Threshold of \$1,000 is met. For any orders placed via the GlowShift Dealer Team, GlowShift Gauges, LLC will select the appropriate shipping option and charge accordingly unless otherwise specified at the time of order. GlowShift, LLC reserves the right to adjust the Free Shipping Promotional Threshold at any given time without notice. The Free Shipping applies to the contiguous US states only. The orders that qualify for the free shipping threshold will ship UPS Ground.

Returns and Exchanges

At GlowShift, we strive for 100% customer satisfaction. If your purchase or your customer's purchase does not meet expectations, we offer a refund or exchange within 30 days of receipt, provided the product is undamaged.

RMA Requirement

All returns require a Return Merchandise Authorization (RMA). To initiate a return, customers must first contact the Authorized Dealer directly to initiate an RMA request. The Authorized Dealer will then need to call our Authorized Dealer line at (856) 768-8300 Ext. 4 or email us at Dealers@GlowShiftGauges.com to obtain an RMA. Once issued, the RMA will be provided to the customer by the Authorized Dealer. Refunds or credits will be processed directly through the Authorized Dealer. Packages received without an RMA number cannot be processed within 48 hours.

Return Process

Returned products must be in their original packaging with all accessories. Missing accessories may reduce the refund amount. Customers are responsible for return shipping costs and must ensure the package is insured; GlowShift is not liable for lost or damaged items during transit. RMA numbers are valid for 15 days from issue.

Refunds

Refunds will be processed to the original form of payment and may take up to 2 days to process after the return is received. Please allow 3 to 5 business days for the refund to be posted to the bank account or credit card. If the refund cannot be processed, store credit will be issued.

Special Orders

Special order items, including those customized for specific uses or made to order, are non-returnable and non-exchangeable. GlowShift Gauges, LLC's Return and Exchange Policy does not apply to these items.



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Stock Merchandise Warranty

Resellers may place stock merchandise orders. GlowShift Gauges, LLC will honor the warranties identified in the GlowShift Gauges, LLC's Reseller Warranty and Disclaimers for applicable warranty periods beginning on the Customer's date of purchase from Reseller, if the Customer's date of purchase is within six (6) months of the stock merchandise order and a sales receipt is provided for verification. For any stocked item sold after the six (6) month period, the GlowShift Gauges, LLC's Warranties will be deemed to commence at the six (6) month mark from the original stock merchandise order purchase date.

Warranty Shipping Responsibility

Warranty shipping is only valid within the Contiguous United States. For defective products, GlowShift Gauges, LLC will cover all shipping charges to and from the Reseller within sixty (60) days of the delivery date. After sixty (60) days, Reseller is responsible for sending defective products back to GlowShift Gauges, LLC, GlowShift Gauges, LLC will pay for the return shipping cost. If a product is returned for testing and is determined to be in perfect working condition by the Technical Support Department, the Reseller will be responsible for all shipping costs. GlowShift Gauges, LLC is not responsible for any package that is lost in transit while being returned to the facilities. Please insure all packages being returned to minimize liability if the package is lost or damaged.

Fulfillment Errors

The Reseller acknowledges that shipping errors sometimes occur. If incorrect merchandise is shipped due to a GlowShift Gauges, LLC error, Reseller shall contact GlowShift Gauges, LLC within fourteen (14) days of receipt of the incorrect merchandise. GlowShift Gauges, LLC will provide a return postage label to return the incorrect merchandise. Reseller may not return any incorrect merchandise if Reseller fails to contact GlowShift Gauges, LLC within fourteen (14) days from receipt. GlowShift Gauges, LLC shall ship the correct merchandise to the requested address upon GlowShift Gauges, LLC receipt of the incorrect merchandise. All fulfillment errors, incorrect merchandise, or incorrect quantities will be reshipped via the same method as the original order shipped. Shipping can be expedited, if desired, at the expense of the Customer or Reseller.

Damaged Packages

If a damaged package is received by Reseller, Reseller must send photos of the damages to Dealers@GlowShiftGauges.com, along with a photo of the shipping label. Reseller must contact GlowShift Gauges, LLC within fourteen (14) business days of receipt of the damaged package. Once reported, GlowShift Gauges, LLC will create a claim on behalf of Reseller with the damaged package's shipping carrier. GlowShift Gauges, LLC will not create a claim on behalf of Reseller if Reseller fails to contact GlowShift Gauges, LLC within fourteen (14) days of receipt. Customer and Reseller must keep all contents and original damaged packaging for up to eight (8) business days while the claim is processed by GlowShift Gauges, LLC. If the claim is approved, a replacement product will be shipped, or a refund granted, as per the Customer or Reseller's request. Damaged packages will be shipped using the same method as the original order. Shipping can be expedited, if desired, at the Customer or Reseller's expense.

Refused & Undeliverable Packages

If a package from GlowShift Gauges, LLC is refused or is returned due to an undeliverable or incomplete address, the Reseller is responsible for any shipping charges or customs fees incurred. Any shipping charges or customs fees incurred will be deducted from the refund amount (if any) for the refused merchandise. The Reseller is responsible for all International shipping charges and brokerage fees incurred. Should the Reseller choose, they may place a new order for the product.



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GENERAL PROVISIONS

The validity of this Agreement is contingent upon Reseller's execution of the Dealer Application, GlowShift Gauges, LLC's approval of such Dealer Application, and a successful Dealer Buy-In or Distributor Buy-In.

Failure of Reseller to complete and execute the Dealer Application, denial by GlowShift Gauges, LLC of the Dealer Application, or the failure to complete the Dealer Buy-In or Distributor Buy-In within thirty (30) days of GlowShift Gauges, LLC's approval of the Dealer Application shall result in the immediate termination of this Agreement, upon which this Agreement shall be null and void and the parties shall have no further obligations or liabilities to each other.

GlowShift Gauges, LLC reserves the right to modify this Agreement at any time, as well as the right to reevaluate the performance and validity of Reseller's performance annually, semiannually or at any given time, and change the status of the Reseller accordingly. GlowShift Gauges, LLC reserves the right to change the design of any products or part thereof at any time without notice to Reseller. GlowShift Gauges, LLC reserves any and all other rights not expressly waived in this Agreement, as permitted to the fullest extent of the law.

Assignment

Neither Party shall assign, pledge, or otherwise transfer any of its rights, interest, or obligations hereunder, whether by operating of law or otherwise, without the prior express written consent of the other Party. Additionally, if a dealer's business is sold or changes ownership, the new owners must submit a new application with a sales tax-exempt certificate and business license.

No Exclusivity

This Agreement does not obligate either party to conduct business exclusively with the other party.

Not a Franchise

Reseller acknowledges this is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of GlowShift Gauges, LLC. Nothing in this Agreement shall be construed as a waiver of any applicable exemption that may be available to GlowShift Gauges, LLC under New Jersey Stat. 56:10-1 et al. or any other applicable laws.

Anti-Defamation Policy

Reseller shall not take any action that negatively impacts GlowShift Gauges, LLC or the reputation of GlowShift Gauges, LLC products, services, management, or employees, or take any action that may lead to unwanted or unfavorable publicity to GlowShift Gauges, LLC. Resellers who do not adhere to the GlowShift Gauges, LLC Anti-Defamation Policy will be terminated.

Account Changes

All changes and updates to a Dealer Account or Distributor Account (i.e., addresses, phone numbers, e-mail addresses, sales tax information, and additional locations) must be submitted to Dealers@GlowShiftGauges.com.

Documentation Required:

- Sales Tax Updates: New/Updated Sales Tax Exemption Certificate
- Additional Locations: Address and Contact Information; Please Specify if Listed Separately or Under Main Account

Account Communication & Email Preferences

By creating a new Dealer account with GlowShift Gauges, LLC, you acknowledge and agree that we may send you emails related to your account, including but not limited to account alerts, product updates, and promotional materials. Your



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continued use of our services signifies your consent to receive these communications. You may manage your preferences or unsubscribe from promotional emails at any time via the provided links in the emails.

Entire Agreement

Reseller represents and agrees that no promise, inducement, or agreement other than as expressed herein has been made by GlowShift Gauges, LLC or any of its representatives and that this Agreement is fully integrated and supersedes all prior written and oral agreements. Reseller's signature on its Dealer/Distributor Application will constitute its acceptance of this Agreement. For all purposes relating to this Agreement, electronic signatures, facsimile signatures, and scanned signatures sent by electronic transmission shall be accepted the same as original signatures.

TRADEMARKS/TRADE NAMES

The Dealer may only be listed as an Authorized Dealer, and the Distributor may only be listed as an Authorized Distributor. GlowShift Gauges, LLC and MaxTow Performance, LLC hold exclusive rights to their respective trademarks. Reseller is licensed to use the names and trademarks of GlowShift Gauges, LLC and MaxTow Performance, LLC solely in the ordinary course of distributing their products and performing related services in Reseller's capacity as a reseller. Reseller shall not use the GlowShift Gauges, LLC or MaxTow Performance, LLC names and trademarks in any manner, as part of Reseller's name, or otherwise, including but not limited to Internet domain registration and web page composition, any or all of which would misrepresent the relationship between Reseller and the trademark owners.

Reseller may use the names, logos, and trademarks of GlowShift Gauges, LLC and MaxTow Performance, LLC on its websites, signs, or other advertising and promotional materials only after prior written approval by the respective trademark owner, which may be withheld at their sole discretion. GlowShift Gauges, LLC and MaxTow Performance, LLC reserve the right to terminate any Reseller Account that does not adhere to these requirements.

Both GlowShift Gauges, LLC and MaxTow Performance, LLC have the exclusive right to use their trademarks, as well as the right to prevent others from using their trademarks, or designations that are misleadingly similar to their trademarks, improperly or without authorization. Identification of their products or services is the sole permissible use of their trademarks and logos. Proper use of trademarks shall be determined only by GlowShift Gauges, LLC and MaxTow Performance, LLC. Trademarks include, without limitation, those registered by GlowShift Gauges, LLC, MaxTow Performance, LLC, and their affiliates. These trademarks, among others, are registered in the Principal Register of the U.S. Patent and Trademark Office, as well as in other countries around the world.

Reseller shall not incorporate any GlowShift Gauges, LLC or MaxTow Performance, LLC trademark into, or use any such trademark as part of, Reseller's or any third party's logo, company name, product logo, email address, domain name, or otherwise. Their trademarks may not be used in any way that is likely to be confusing, misleading, or deceptive as to the true identity or source of products, services, materials, and images. A mark that is misleadingly or confusingly similar in design or appearance to any GlowShift Gauges, LLC or MaxTow Performance, LLC trademark infringes on their trademark rights and may not be used.

Reseller shall not use the trademarks of GlowShift Gauges, LLC or MaxTow Performance, LLC in any manner which is likely to disparage, dilute, or negatively affect the reputation of the respective trademark owner, or imply that the user, its products, or its services are endorsed by, sponsored, or affiliated without written permission. Reseller shall not use these trademarks on a website in such a manner that leads visitors to believe that the website is owned, operated by, sponsored by, or otherwise associated with GlowShift Gauges, LLC or MaxTow Performance, LLC.



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Reseller shall not use the trademarks of GlowShift Gauges, LLC or MaxTow Performance, LLC as part of a domain name or URL, or to advertise Reseller as a preferred or official outlet, reseller, or distributor, or use such trademarks in paid search ads and banner display ads, without prior written consent. Use or alteration of any images owned by GlowShift Gauges, LLC or MaxTow Performance, LLC without their written consent is prohibited. Reseller shall not alter original packaging in any way prior to reselling products. Removing products from the original packaging and reselling them in different packaging, under a different name, or with an altered logo is prohibited.

Media Use

GlowShift Gauges, LLC prohibits the unauthorized use of its copyrighted trademarks, descriptive text, images, and videos. Images and video on GlowShift Gauges, LLC public websites (public sites ending in either GlowShift.com, MaxTow.Com, GlowShiftDealers.com) may not be used for any purpose without prior written consent of GlowShift Gauges, LLC unless otherwise stated on the GlowShift Gauges, LLC websites where they appear. Reseller is required to identify the copyright holder or identify itself as an Authorized Dealer or Authorized Distributor only, and secure written permission to use GlowShift Gauges, LLC and affiliates content prior to such use.

TERMINATION

Any Reseller Account that is inactive for one (1) year or more will be deactivated. Once deactivated, a new Dealer Application and new Dealer Buy-In or Distributor Buy-In is required to reestablish an account. Unless otherwise provided by applicable law, either GlowShift Gauges, LLC or Reseller may unilaterally terminate the applicable Dealer Account or Distributor Account without cause and for any or no reason, upon thirty (30) days' written notice given to the other party. Upon termination, all amounts owed to GlowShift Gauges, LLC shall become immediately due and payable, and Reseller shall immediately cease use of all of GlowShift Gauges, LLC names and trademarks, and shall no longer identify itself as a Dealer, Distributor, Authorized Dealer, Authorized Distributor, or Authorized GlowShift Gauges, LLC Reseller of GlowShift Gauges, LLC products. If Reseller fails to fulfill the applicable Dealer Account or Distributor Account sales quota as required in this Agreement, or fails to pass annual or semiannual evaluations, GlowShift Gauges, LLC may, at its discretion, terminate Reseller's Dealer Account or Distributor Account. Upon such termination, any and all outstanding amounts due and owed to GlowShift Gauges, LLC shall be immediately due and payable.



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LIMITED WARRANTY

One-Year Non-Transferrable Limited Warranty and Disclaimer

GlowShift Gauges, LLC warrants to the original retail customer purchaser, and not any other purchaser or subsequent owner, that this Product will be free from defects in material or workmanship for a period of **one (1) year** from the purchase date. **This warranty does not cover any Product that is (1) installed incorrectly, or (2) damaged by collisions, vandalism, other accidents, or similar causes.**

For a period of **one (1) year** from the date of purchase, at no charge to the Purchaser, GlowShift Gauges, LLC will repair or replace this Product if it is determined by GlowShift Gauges, LLC to be defective. After the warranty period, the Purchaser must pay all charges for parts and labor. Coverage under this warranty is only valid within the United States, including its territories, as well as in certain other countries. Purchasers should check the website, GlowShiftDealers.Com, to determine the warranty coverage in the countries in which they are located.

GlowShift Gauges, LLC **does not warrant** the installation of the Product, which is the sole responsibility of the Purchaser. Installation should be completed by licensed professionals. Improper installation may cause damage to the Product and any vehicle in which it is installed, and may cause burns and electrical injury to individuals. GlowShift Gauges, LLC's warranty does not cover any expenses incurred in removing products that are defective or re-installing replacement products in their place.

During the warranty period, to have the Product repaired or replaced, the Purchaser must return the Product, freight prepaid by the Purchaser, to GlowShift Gauges, LLC (but for customers in the contiguous United States, GlowShift Gauges, LLC will pay the shipping charges if any Product fails during the first sixty (60) days after purchase). The Product must be returned in its original carton or in a similar package affording an equal degree of protection. GlowShift Gauges, LLC will return the repaired or replaced Product, freight prepaid, to the Purchaser. GlowShift Gauges, LLC recommends when returning an item for repair or replacement, that the package is insured by the returnee as GlowShift Gauges, LLC is not responsible for any package lost or damaged during return shipping. GlowShift Gauges, LLC does not provide Purchasers with temporary replacement units during the warranty period or at any other time.

This limited warranty is non-transferrable and will automatically terminate if the original retail consumer purchaser resells the Product or transfers the vehicle in which the Product is installed. An "original retail consumer purchaser" is an individual who originally purchases a product or is a gift recipient of a new product that is in its original packaging and unopened.

This limited warranty is subject to all of the following terms and conditions:



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Terms and Conditions

Notification of Claims; Warranty Service

If Purchaser believes that a Product is defective in material or workmanship, written notice with an explanation of the claim shall be given promptly by Purchaser to GlowShift Gauges, LLC. All warranty claims must be made within the warranty period, and any products returned to GlowShift Gauges, LLC must be shipped in accordance with GlowShift Gauges, LLC's procedures (including the use of RMA numbers supplied by GlowShift Gauges, LLC after notification). The repair or replacement of any Product or part thereof shall not extend the original warranty period. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part, or the remaining period of the Product warranty, whichever is greater.

Exclusive Remedy; Acceptance

Purchaser's exclusive remedy and GlowShift Gauges, LLC's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply new or rebuilt replacements for defective parts. GlowShift Gauges, LLC will refund the purchase price for such Product only if repair or replacement fails to remedy the defect. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereof.

Exceptions to Limited Warranty

GlowShift Gauges, LLC shall have no obligation to Purchaser with respect to any Product that is subjected to any of the following: abuse, improper use, negligence, accident, modification, failure to follow the operating procedures outlined in the user's manual, failure to follow the maintenance procedures in the service manual for the Product, attempted repair by non-qualified personnel, operation of the Product outside of the published environmental and electrical parameters, or if the Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. GlowShift Gauges, LLC excludes from warranty coverage products sold AS IS and/or WITH ALL FAULTS. GlowShift Gauges, LLC also excludes from warranty coverage any consumable items such as fuses and batteries. All software and accompanying documentation furnished with, or as part of the Product is furnished "AS IS" (i.e., without any warranty of any kind), except where expressly provided otherwise in any documentation or license agreement furnished with the Product.

Proof of Purchase; Registration

The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility. Registration of any Product or of this limited warranty is voluntary, and failure to register will not diminish any rights available under this warranty.

Disclaimer of Warranty

Except for the foregoing warranties, GlowShift Gauges, LLC hereby disclaims and excludes all other warranties, express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, or any warranty with regard to any claim of infringement that may be provided in section 2-312(3) of the uniform commercial code or in any other state statute.

Limitation of Liability

The liability of GlowShift Gauges, LLC, if any, and purchaser's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of the legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product for which such claim is made. In no event shall GlowShift Gauges, LLC be liable to the Purchaser for any special, indirect, incidental, or consequential damages of any kind including, but not limited to,



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compensation, reimbursement or damages on account of the loss of present or prospective profits or for any other reason whatsoever.

Governing Law

This non-transferrable limited warranty shall be governed by the law of the State of New Jersey, U.S.A., and the United States of America, excluding their conflicts of laws principles. The courts of Camden County, New Jersey, shall have exclusive jurisdiction over any legal action with respect to this warranty. This limited warranty gives specific legal rights. You may also have other rights that vary from state to state or country to country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You are advised to consult applicable state or country laws to fully determine rights.