

Noelle Performance Products Limited Warranty Statement

Consumers are encouraged to familiarize themselves with Noelle Performance products and Noelle Performance Products' Limited Warranty, including exclusions and potential effects to the manufacturer's limited new car warranty, before purchasing.

Noelle Performance Software are warranted for the lifetime of the vehicle, unlimited mileage period from the date of original purchase. This warranty is for software functionality only and does not cover any other components or consequential damages. Noelle's warranties are transferable when ownership of the vehicle into which the Noelle products were originally installed is sold.

The installation of Noelle Performance Products and systems may affect the vehicle manufacturer's new car limited warranty. The vehicle manufacturer's new car limited warranty may not apply to modifications to a vehicle or the installation of any performance accessories or components attached to the vehicle which substantially alter the original engineering and/or operating specifications or which result in damage to other original vehicle manufacturer's components.

This warranty shall be null and void if the vehicle identification number has been altered or cannot be read, or if the odometer has been replaced or altered and the true mileage cannot be determined, or if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

These warranties give you specific legal rights, and you may also have other rights, which vary, from state to state.

The duration of any implied warranties, including the implied warranty of merchantability and fitness for a particular use, is limited to the duration of the express warranties herein. **NOELLE HEREBY EXPRESSLY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF THE USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, APPLICABLE TO THE PRODUCT.**

Some States do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Noelle Performance Products Limited Warranty Criteria

To obtain service under this warranty, the vehicle or Noelle product must be brought, upon discovery of a malfunction or defect in materials and/or workmanship, to any Authorized Noelle Programming Facility during normal business hours. **Failure to do so will void Noelle Performance's Limited Warranty coverage on your vehicle.** In the event of a warranty claim, Noelle will repair or replace, at its sole discretion, any defective Noelle component upon receipt

of the item and proof of the original purchase in the form of a lawful invoice. This warranty does not include reimbursement for repairs to any original vehicle manufacturer's component(s) that may have been affected by a Noelle component. Labor charges associated with the repair or replacement of a Noelle product will be reimbursed at the Authorized Noelle Programming Facility's standard hourly rate, based upon the original vehicle manufacturer's and/or Noelle's schedule of flat rate labor times. The defective component must be returned to Noelle or verification of the defect before any warranty adjustment will be made. A reasonable period of time must be allowed for warranty replacement, shipping and/or repairs to be completed after the vehicle or product is received by an Authorized Noelle Programming Facility or Noelle's facility.

THE NOELLE LIMITED WARRANTY SPECIFICALLY EXCLUDES:

•return shipping charges, •towing charges, •rental or loaner vehicle charges, •damage to a component or assembly due to the installation of replacement parts with specifications that differ in any material respect from the original vehicle manufacturer's or Noelle parts, •damage resulting from the unauthorized modification of a Noelle part or assembly, •damage resulting from the use of other manufacturer's products in conjunction with Noelle products or systems, •damage to the clutch due to power shifting or abuse, •brake rotor warp, •friction materials, •maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant and refrigerant, •mechanical adjustments or repairs which result from normal wear and tear, •drive-belts, •light bulbs, •damage due to the failure to perform maintenance services at the specified intervals or in accordance with the instructions in the owner's manual from the original vehicle manufacturer or Noelle's product instructions, •damage attributable to negligence, improper installation, improper treatment or treatment contrary to the instructions in the owner's manual from the original vehicle manufacturer or Noelle's product instructions, •engine damage resulting from alteration of Noelle's original boost pressure, •damage resulting from the use of improper or contaminated fuel, •damage occurring through corrosion resulting from weak or improper coolant, •damage to a Noelle component as a result of a collision or improper collision damage repairs, •any vehicle operated in any competitive event, or operated on a chassis dynamometer, •custom-designed competition parts, •damages resulting from loss of time, inconvenience or loss of the use of the vehicle, •damage resulting from environmental influences, flood, accident, fire damage, or road salt corrosion, •re-manufactured or refurbished products or components (these products are clearly identified as re-furbished and are warranted for the period specified for that particular product).

Statement Revised 2/1/2022