

Terms and Conditions / Vehicle Compliance Waiver:

By requesting a Custom Tune from "Dallin Brewer", you, as the "Customer", hereby represent that you understand the inherent risks of testing and tuning (Dynamometer and/or OFF-ROAD TRACK USE) and that you have full authority to authorize the testing/tuning of this vehicle and to enter into this Waiver/Release.

You understand that some or all of these parts and/or tuning may not comply with Federal, State, Province, and/or Local laws, ordinances, and regulations. You (The "Customer") take responsibility to ensure that any modifications or upgrades that you have done to your vehicle conform to all applicable laws and regulations for road use, especially pertaining to safety and emissions. You acknowledge "Dallin Brewer" has made you aware that certain parts are intended for **Racing Competition Only** and not meant to be used on a road car. You absolve "Dallin Brewer" for any and all burden of responsibility in ensuring your car satisfies regulations set forth by Federal, State, and/or Local governing agencies. This waiver of compliance shall be in force for all past, current, and future purchases from "Dallin Brewer."

You are aware that all dynamometer tests are intended to be and will be at maximum performance and at wide-open throttle, thus applying stress similar to that which the vehicle would experience during operation on a TRACK/COURSE and is therefore susceptible to the same risks which may cause engine, power train and/or tire/wheel failure or damage.

As the "Customer" you know and accept the risk of running your vehicle on a dynamometer or OFF-ROAD TRACK/COURSE for the purposes of tuning. You acknowledge/assure "Dallin Brewer" that this vehicle WILL NOT BE DRIVEN ON PUBLIC ROADS; is for OFF-ROAD USE ONLY and; WILL NEVER BE USED IN AN ILLEGAL MANNER OF ANY KIND. You, the "Customer", assume all liability for you and your vehicle.

As the "Customer" you hereby represent that you know the condition of the vehicle and you assure that it is in acceptable condition to run on the Dynamometer or OFF-ROAD TRACK/COURSE for the purpose of testing/tuning. You are hear-by advised that "Dallin Brewer" does not know, nor assumes any such knowledge of the condition of the vehicle being tested/tuned and you nevertheless, agree to have your vehicle run on the Dynamometer or OFF-ROAD TRACK COURSE for tuning purposes. As the "Customer" you represent that all parts of the vehicle are in good condition and are capable of full power and full throttle performance during any testing/tuning being performed.

Therefore, you hereby release "Dallin Brewer" from any and all liability of any nature for damage or other losses which may be sustained as a result of the testing/tuning on a Dynamometer or OFF-ROAD TRACK COURSE for the purposes of testing/tuning (or for any other reason) and that NO warranty of any kind is offered or implied in any way by "Dallin Brewer."

You again assure “Dallin Brewer” that your vehicle being tuned or modified is being used for OFF-ROAD / LEGAL RACING purposes ONLY and will NOT be driven on public roads.

You understand that this is a CUSTOM TUNE and NOT an Off The Shelf (OTS) map. The tune is built from scratch, based on your stock file. Because of the nature of custom tuning, there will be several revisions needed to properly tune the engine for maximum performance and maximum safety. There are many variables involved in the tuning process and each engine and setup are different (as well as fuel quality) and can sometimes pose issues during the tuning process that may require extra time to dial-in perfectly. NO REFUNDS will be given due to length of time of the tuning process (OR FOR ANY OTHER REASON) and there shall be NO expectations of how many revisions will be needed to finish the custom tune. Please understand that, while I take every measure to be as timely as possible, the tuning process is not instant.

While I work VERY hard to keep turn-times as low as possible, I do not and can not guarantee turn-times. Refunds WILL NOT be given due to unrealistic expectations regarding turn-times. It is important to totally understand that this is a complicated process and is NOT INSTANT.

ALL dyno-tuning MUST be cleared, scheduled and confirmed with me prior to making the appointment. My remote tuning schedule is typically very full and usually booked-out weeks in advance and is operated on a “first come, first serve” basis, BY APPOINTMENT ONLY. Please DO NOT schedule ANY dyno time without my prior APPROVAL AND CONFIRMATION that you’ve been added to my separate dyno-tuning schedule. If you do schedule dyno time without the date and time being confirmed by me, I WILL NOT be available to tune the car. ABSOLUTELY NO EXCEPTIONS! If you book for remote tuning and have to cancel or reschedule, there will be a \$80 cancel/reschedule fee.

The Custom Tune is NOT transferrable if/when you sell your car. This agreement is between “Dallin Brewer” and you the “Customer”. If you do sell your car, please understand that I am in no-way obligated to transfer my services to the new owner of the car. If the new owner wishes to keep the Custom Tune, they will have to go through the process as a new client. This is mainly for engine safety reasons, as I have no way of tracking what parts may have been taken off the car or added. There are also differences in fuel quality from place-to-place and the new owner will likely not be sourcing their fuel from the same place and therefore can cause issues with a custom tune that was setup for a specific fuel.

“Dallin Brewer” reserves the right to terminate any and all agreements without notice. All purchases are final, non-refundable and non-transferable. If you fail to adhere to any part of the Terms and Conditions / Vehicle Compliance Waiver / Disclaimer / Release as agreed to: I RESERVE THE RIGHT TO TERMINATE THE TUNING PROCESS IMMEDIATELY and there will be NO REFUNDS.

Sign: