

PERFORMANCE FUEL INJECTION SYSTEMS, INC.
GENERAL TERMS & CONDITIONS OF SALE

Dated: 4/1/14

1. CONDITIONS OF SALE.

All orders for equipment, services and/or goods manufactured or supplied by PERFORMANCE FUELINJECTION, INC. (the "Seller") to any purchaser(the "Purchaser") shall be subject to these GeneralTerms and Conditions and Sale (the "Terms andConditions").

UPON THE ACCEPTANCE BY SELLER OF ANY PURCHASE ORDER, OR UPON THE PURCHASER'S RECEIPT OF ANY GOODS OR SERVICES FROM SELLER, OR ANY COMBINATION THEREOF, THE PURCHASER ACCEPTS AND AGREES TO ALL OF THE GENERAL TERMS AND CONDITIONS OF SALE CONTAINED HEREIN WITHOUT MODIFICATION OR AMENDMENT. THEREFORE, PLEASE CHECK THESE TERMS AND CONDITIONS CAREFULLY EACH TIME YOU PLACE AN ORDER OR ACCEPT DELIVERY OF GOODS FROM SELLER.

ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE REJECTED UNLESS SUCH TERMS ARE EXPRESSLY ACCEPTED BY SELLER IN A SEPARATE WRITTEN AGREEMENT SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER (THE "AUTHORIZED OFFICER"), REGARDLESS OF WHETHER SUCH ADDITIONAL OR DIFFERENT TERMS ARE PROPOSED BEFORE OR AFTER THESE TERMS AND CONDITIONS OF SELLER.

2. PRICES & PAYMENT.

(a) Prices quoted are for the product only, and do not include any amount for freight insurance, fees, custom duties or Federal, State or Local excise sales, use, service, occupation, gross income, property or similar taxes, all of which are the responsibility of the Purchaser. Seller shall have the right to include taxes which may be applicable to the prices set forth herein in the event that Purchaser does not supply Seller, prior to sale, appropriate sales, use and Federal excise exemption certificates.

(b) No modification, supplement, discounts or additional condition, either written or oral, will be binding upon Seller unless agreed to in writing and signed by the Authorized Officer.

(c) Seller reserves the right to change quoted prices and the Limited Warranty (as defined herein) if the quoted business assumptions change.

(d) Purchaser grants to Seller a security interest

and right of possession in the products until Purchaser makes full payment. Purchaser will cooperate in whatever manner necessary to assist Seller in perfecting and recording such security interest.

(e) Payment Terms. Purchaser shall pay the full purchase price, including taxes, shipping and handling, up front at the time the order is placed.

(f) Purchaser acknowledges that Seller will not ship any equipment, goods or products to Purchaser until Purchaser has paid in full to Seller the purchase price, including taxes, shipping and handling.

3. SHIPPING AND DELIVERY. All dates of delivery provided by Seller are approximate only, and shall not be binding upon Seller, unless otherwise agreed to in writing signed by Seller and the Purchaser. Seller shall not be liable for any delays in manufacture or delivery, or any failure to manufacture or deliver, due to causes beyond its reasonable control, including but not limited to strikes, labor trouble, government interference, accidents, fuel shortages, supply shortages, fire, floods, civil disobedience, lockouts, freight or transportation delays, freight embargoes, acts of war, acts of terrorism or insurgency, acts of God, or any other act, condition, event or causes of a like or different nature beyond Seller's reasonable control. Demurrage charges or expenses incurred in protecting and storing any goods prior to delivery shall be borne by the Purchaser unless otherwise agreed upon in writing. Shipping and delivery charges shall be borne by the Purchaser, and are the sole responsibility of the Purchaser unless otherwise agreed in writing by an Authorized Officer of Seller.

4. RISK & TITLE. All loss and damage to any and all goods shall be at the risk of the Purchaser and borne by the Purchaser from the time of delivery to the carrier, and Seller shall have no liability or responsibility whatsoever for any damage to or loss of goods occurring from the time of delivery to the carrier or thereafter. Shipping and delivery is the sole responsibility of the Purchaser, and all claims for loss

or damage during shipping must be filed by the Purchaser with the carrier, and not with Seller. Seller reserves title to the goods until payment has been made in full, and Purchaser agrees that default in

payment shall entitle Seller to retake possession thereof and to exercise all other remedies, including self-help, as may be available. In the event that Seller (and/or its suppliers) suffers any loss or incurs any liability related to the goods during such time as the Purchaser has failed to make payment in full, the Purchaser shall indemnify, hold harmless and reimburse Seller (and/or its suppliers) in full for all loss and liability.

5. **ACCEPTANCE.** The Purchaser has read, understands and accepts these Terms and Conditions. No order or other proposal shall be binding upon Seller unless accepted in writing by the Authorized Officer, consistent with these Terms and Conditions.

6. **LIMITED WARRANTY.**

(a) Warranty. Seller stands behind the quality of its products. Seller makes the following warranty to Purchasers of its products: All new and rebuilt Seller products carry a 12 (twelve) month limited warranty that products sold hereunder are (i) free from defects in material and workmanship under normal use and operation and (ii) conform to Seller's specifications applicable at the time of shipment (the "Limited Warranty"). Seller's sole and exclusive obligation under the Limited Warranty is to repair or replace, at its option, any product sold hereunder with any defect warranted against, provided that Seller receives written notice of the alleged defect in the form of a "Return Material Authorization" during the "Limited Warranty Period", both terms as defined below, and the product is returned to Seller at the location it designates to Purchaser. If Seller determines, in its sole discretion, that any allegedly defective product sold hereunder is free from defects warranted against, then Purchaser's warranty claim shall be denied and the product shall be returned to Purchaser at its expense.

(b) Scope of the Limited Warranty. The Limited Warranty is the complete warranty for all products manufactured by Seller. The Limited Warranty is extended by Seller to the Purchaser that purchased directly from Seller and not to the Purchaser's customers or other end users. In the event Purchaser sells or transfers the products to one of its customers or other end-users, Seller's Limited Warranty still applies to the products, but only the Purchaser may assert or make a claim to Seller under the Limited Warranty. Seller does not accept any other warranty terms that the Purchaser may offer to its customers or other end-users, and Seller assumes no responsibility or liability for such warranties offered by the Purchaser.

(c) Limited Warranty Period. The term of the Limited Warranty shall commence on the date of purchase and continue for twelve (12) months thereafter (the "Limited Warranty Period"). If proof

of purchase date cannot be provided by Purchaser, the Limited Warranty Period will commence on the date of manufacture. In some instances specific manufacturer warranties extend beyond the Limited Warranty Period and these warranties are not the responsibility of Seller, or Seller's dealers, agents or employees and it is the Purchaser's sole responsibility to make any claims with regard to any non-Seller warranties.

(d) Voiding of the Limited Warranty. The Limited Warranty shall terminate and Seller shall have no obligation to Purchaser thereunder if the product purchased by Purchaser (i) has been modified or repaired in a manner not previously authorized by Seller in writing, (ii) has had its identification markings removed, defaced, or altered, (iii) was subjected to accident, abuse, shipping damage, or improper use, (iv) was not used or configured as specified in the product manual, (v) was subjected to operating conditions more severe than those specified in the product manual, or (vi) was not installed properly pursuant the installation instructions in the product manual.

(e) Warranty Claims. In the unlikely event that the product purchased by Purchaser should prove defective during the Limited Warranty Period, the Purchaser must contact Seller Customer Support at (517) 975-4770 in order to obtain a Return Material Authorization form ("Return Material Authorization"). Purchaser must obtain a Return Material Authorization signed by an Authorized Officer of Seller and it must return the allegedly defective product in order to make a claim under the Limited Warranty. Products returned to Seller without a properly executed Return Material Authorization will be returned to Purchaser at its sole expense and Purchaser's claim under the Limited Warranty will be denied. Products returned for a warranty claim must be securely packed to prevent damage and shipping charges pre-paid, along with proof of purchase, to the Seller repair location as instructed by Seller Customer Support. Within a reasonable amount of time from receipt of product properly submitted for a warranty claim pursuant to a Return Material Authorization, and Seller's determination that the product qualifies for a claim under the Limited Warranty, Seller will ship to Purchaser, at its option, the repaired product or a new or reconditioned product of comparable or greater specified functionality. All products repaired or replaced pursuant to the Limited Warranty shall be warranted for the remainder of the Limited Warranty Period. All warranted items will require return of the item in question before any warranty claim will be issued or new warranted parts dispersed.

(f) Disclaimer. SELLER MAKES NO OTHER

EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS PURCHASED HEREUNDER OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE. NO DEALER, AGENT, OR EMPLOYEE OF SELLER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER. SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND THE LIABILITY OF SELLER, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCT SOLD HEREUNDER SHALL, UNDER ANY TORT, CONTRACT, OR OTHER LEGAL THEORY, BE LIMITED TO THE ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND EVEN IF SELLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7. RETURNS AND REFUNDS. Any returns must be made within sixty (60) days of Purchaser's receipt of the product. Seller products may be returned by Purchaser if shipped back to Seller in its original condition, pre-paid shipping and within sixty (60) days of Purchaser's receipt of the product, provided, however, Purchaser is subject to a restocking fee equal to twenty (20%) of the total purchase price. If a Seller product has been installed by Purchaser and is then returned in its original condition, pre-paid shipping and within sixty (60) days of Purchaser's receipt of the product, Purchaser is subject to a return fee equal to fifty (50%) of the total purchase price. Purchaser acknowledges that the above referenced restocking fee and return fee are agreeable and appropriate due to the highly specialized and custom nature of the products provided by Seller to Purchaser. Due to this specialized nature there are no refunds for custom built items used to produce a system requested from the buyer.

8. INSTALLATION AND TECHNICAL SUPPORT. Installation of the products sold by Seller is the sole and exclusive responsibility of the Purchaser. All products are sold with a product manual which includes installation instructions and Seller provides to Purchaser complimentary technical support by telephone which may be accessed by Purchaser for up to one (1) year after the date of purchase. Such technical support is limited solely to telephone conversations with Seller's Customer Support Department which shall not exceed thirty

(30) minutes for basic harness products and shall not exceed one (1) hour for specialized fuel injection kits. Purchaser acknowledges that no obligation or liability of Seller shall arise out of its provision of technical support and assistance.

9. LIMITATION OF LIABILITY.

(a) No action shall be brought for any breach of these Terms and Conditions more than one (1) year after the accrual of such cause of action.

(b) Seller's total liability arising out of or related to these Terms and Conditions whether for breach of contract, warranty, Seller's negligence, strict liability, in tort or otherwise, is limited to the price of the particular product sold hereunder with respect to which losses or damages are claimed. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES whatsoever arising out of, caused by or related in any way to the breach of any of its obligations under these Terms and Conditions, even if the party has been advised of the possibility of such damages. The parties expressly agree that the above limitation on damages is an allocation of risk constituting in part the consideration for these Terms and Conditions.

(c) Seller disclaims any and all liability for equipment not furnished by Seller which is attached to, or used in conjunction with, any Seller product and Seller disclaims all liability for operation of the system of which such product is a part.

(d) Purchaser acknowledges that under no circumstances shall Seller be liable for any mechanic's fees or other automotive repair fees incurred by Purchaser with regard to the products sold hereunder and that Seller's liability, if any, is limited exclusively to the price of the particular product sold hereunder as further described in the sections above.

10. VEHICLE ALTERATIONS. Purchaser acknowledges that installing a fuel injection system sold by Seller hereunder on a vehicle constitutes a major upgrade to the vehicle's induction and ignition system. Seller takes great care to match its fuel injection systems with the Purchaser's specifications and needs. However, Purchaser acknowledges that in some cases it may be necessary for Purchaser to further tune and modify the original spark and fuel map provided with the Seller product and it may be necessary for Purchaser to acquire further information and data from the vehicles operation to accurately make these changes. Purchaser acknowledges that in such cases it is responsible for any and all costs that may be incurred from such tuning including but not limited to shipping, diagnostic, loss of use, upgrade or any other costs that may be incurred as a result of tuning or any other

Purchaser's needs.

11. **COMPLIANCE.** Unless otherwise stated in writing by an Authorized Officer of Seller, all of Seller's fuel injection systems and products of any kind are intended solely for off-road use or for use in vehicles that are not required to comply with any local, state or federal emissions or environmental laws or regulations. Seller makes no representations, certifications or warranties whatsoever, with respect to the compliance of any of its products with local, state or federal laws, including without limitation, any emissions or environmental laws, and Purchaser acknowledges that it is solely responsible for compliance with any and all such laws or regulations.

12. **INTELLECTUAL PROPERTY.** Nothing herein shall constitute a sale, transfer, grant, lease or other authorization for the Purchaser's use of any of the intellectual property rights of Seller. Seller retains and reserves all intellectual property rights, including but not limited to patents, trademarks, service marks and copyrights pertaining to the products sold hereunder.

13. **LICENSES.** The sale of articles, equipment, services, software and/or goods furnished under these Terms and Conditions does not convey any license by implication, estoppel or otherwise under any proprietary or patent rights of Seller combinations of these articles, goods, equipment and/or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions relating to the products covered by these Terms and Conditions. Except as specifically provided herein, these Terms and Conditions convey no license to Buyer under any of the intellectual property rights of Seller.

14. **AMENDMENT AND MODIFICATION.** Seller reserves the right, in its sole and absolute discretion, to modify these Terms and Conditions at any time without notice to Buyer. Buyer shall have no right to modify these Terms and Conditions unless such modification is agreed to in writing by an Authorized Officer of Seller.

15. **DISPUTES, JURISDICTION AND VENUE.** These Terms and Conditions and all disputes between the Purchaser and Seller shall be governed by the laws of the State of Michigan. The Purchaser agrees that any and all disputes brought by the purchaser against Seller shall be brought exclusively in either the State Courts situated in Shiawassee County, Michigan, U.S.A., or in the United

States District Court for the Eastern District of Michigan. Further, Purchaser agrees that it consents to and does hereby submit to the jurisdiction of both the State Courts situated in Shiawassee County, Michigan, U.S.A., and the United States District

Court for the Eastern District of Michigan, and Purchaser does further consent to venue in said courts. The Purchaser waives any objections to such venue, including but not limited to objections on grounds of inconvenient forum.

16. **SEVERABILITY.** If any provision contained in these Terms and Conditions is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of these Terms and Conditions, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Michigan law. All enforceable provisions shall be binding upon Seller and upon the Purchaser. The limitations of the Limited Warranty shall survive any termination of any agreement between the parties.

17. **WAIVER.** The failure of either party to require performance by the other party of any provision of these Terms and Conditions shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision of these Terms and Conditions shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

18. **ENTIRE AGREEMENT.** These Terms and Conditions, together with Seller's invoice regarding the products ordered by the Purchaser, are the complete and exclusive agreement between Seller and Purchaser, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Seller and Purchaser relating to the subject products. These Terms and Conditions may not be waived or supplemented by any prior course of dealings, custom or usage. Only a writing signed by the Authorized Officer of Seller which expressly provides for an exception to this integration clause shall be deemed to create an exception to this limitation. In case of any inconsistency between these Terms and Conditions and any other agreement included with or relating to the goods purchased by the Purchaser, these Terms and Conditions shall take precedence.