



21606 Cedar Ln Suite 190  
Sterling, VA 20166  
(571) 313 8949  
service@revtechperformance.com

### DYNAMOMETER TESTING WORK ORDER

This Dynamometer Testing Work Order ("Work Order") is made by and between RevTech Performance LLC ("RevTech") and the customer identified below ("Customer", "you", "your") and is subject to RevTech's dynamometer testing standard terms ("Standard Terms") which, together with this Work Order, form the agreement ("Agreement") between Customer and RevTech. Customer desires to subject the vehicle identified below ("Vehicle") to dynamometer testing ("Services"). RevTech is willing to provide the Services, subject to the terms and conditions of this Agreement.

1. **Dynamometer Testing and Fees for "Dyno Days"**. Customer will be charged a dynamometer testing fee for the number of runs checked below. During dynamometer testing, RevTech will drive the Vehicle into and out of the dynamometer and operate the vehicle during the test.

- 3 runs w/ wideband and print out: \$150
- 5 runs w/ wideband and print out: \$200
- 8 runs w/ wideband and print out: \$250

2. **Safety Inspection and Fees**. Customer will be charged a safety inspection fee of \$50. Customer must pass RevTech's safety inspection not more than two weeks prior testing. RevTech may require repairs to the Vehicle prior to dynamometer testing. RevTech may require a new safety inspection and fee if repairs are not performed by RevTech.

3. **Miscellaneous Fees**. If the Vehicle leaks fluids or leaves debris in RevTech facilities, RevTech will assess a clean-up fee of \$300. If the Vehicle fails during testing and cannot be removed from the dynamometer at the conclusion of your appointment, RevTech will assess a tie-up fee of \$150 per hour until the Vehicle can be removed. These fees are pre-approved by Customer.

4. **Appointment Time and Rescheduling**. RevTech will subject the Vehicle to a safety inspection and dynamometer testing on the days/times identified below. RevTech operates its facilities on a tight schedule and has reserved specific appointment slot for your vehicle. **Please arrive early!** If you are late to your scheduled appointment, RevTech cannot guarantee it will be able to accommodate you. You must arrive to safety inspection at least 10 minutes prior to your scheduled appointment. You must arrive to dynamometer testing at least 20 minutes prior to your scheduled appointment. If you cannot make your scheduled appointment, you must cancel or reschedule at least five days prior to your scheduled dynamometer test and 24 hours prior to your scheduled safety inspection. RevTech reserves the right to charge you for testing fees and inspection fees that are not timely cancelled or rescheduled.

5. **Dynamometer Testing is Dangerous!** Dynamometer testing is dangerous and may damage your vehicle. RevTech is not liable for damages or injuries caused. The Standard Terms require you to waive your rights against RevTech. You represent you have read and understand the Standard Terms and that you are entering into this Agreement with full knowledge of the risks.

Customer hereby certifies that they have the legal right to subject the Vehicle to dynamometer testing, accepts this Agreement, and acknowledges receipt of the Standard Terms.

Customer Signature \_\_\_\_\_ / Date \_\_\_\_\_

**Customer Information:**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Email \_\_\_\_\_  
Phone \_\_\_\_\_  
License. No. / State \_\_\_\_\_

**Vehicle Information:**

Make \_\_\_\_\_  
Model \_\_\_\_\_

Year \_\_\_\_\_  
Color \_\_\_\_\_

**Test Information:**

Test Day / Time \_\_\_\_\_  
Result \_\_\_\_\_  
Technician \_\_\_\_\_

Safety Insp. Day / Time: \_\_\_\_\_  
Signature \_\_\_\_\_

**1. Overview.** These Standard Terms and Conditions (“Standard Terms”) along with the Dynamometer Testing Work Order (“Work Order”) comprise the Agreement (“Agreement”) between Customer and RevTech Performance (“RevTech”) and explain the terms under which RevTech will provide dynamometer testing services to Customer. Any defined term in the Work Order shall have the same definition in these Standard Terms. In the event of a conflict between the provisions in these Standard Terms and the Work Order, the provisions in these Standard Terms shall control.

**2. Appointment Times.** RevTech will make reasonable commercial efforts to perform the dynamometer testing and safety inspections on the scheduled days and at the scheduled times. Unexpected events such as vehicle failures and equipment failures may cause RevTech’s schedule to slip resulting in delays to Customer. RevTech shall not be liable to Customer for any delay nor shall any delay by RevTech entitle Customer to a refund of testing fees or inspection fees paid in advance. Customer’s sole remedy for delay by RevTech shall be to reschedule the services.

**3. About Dynamometer Testing.** Customer is advised that dynamometer testing is a strenuous test that pushes a vehicle to its limits. Dynamometer testing may cause a vehicle to fail – perhaps catastrophically – causing serious injury or death. Catastrophic failure includes, for example, engine explosion, drive train explosion, fire, gasket or seal failure, fluid leaks, mechanical parts seizing, and heat damage such as melting, fusing, or burning. Catastrophic failure may occur even after the dynamometer test is complete. Vehicle tuning in response to dynamometer results may cause the Vehicle to be non-compliant with applicable laws.

**4. About the Safety Inspection.** RevTech may require a dynamometer specific safety inspection prior to dynamometer testing. A “passing” safety inspection is not a representation or warranty that a vehicle is safe or is suitable for dynamometer testing or any other purpose. The safety inspection is limited duration and is superficial in nature. The safety inspection is *not* a deep searching inspection for all potential risks. Instead, a “passing” safety inspection is only an indication that RevTech is willing to subject the vehicle to dynamometer testing.

**5. Customer Responsibilities.** Customer is responsible for removing all personal items and valuables from their vehicle prior to leaving the vehicle with RevTech. Customer acknowledges that if he/she leaves any valuables in the vehicle, he/she does so at his/her own risk. RevTech shall not be liable for any loss or damage to vehicles or personal property left therein caused by non-parties to this Agreement, acts of God, nature, fire, theft, accident, or other causes beyond RevTech’s control.

**6. Deposits.** RevTech may request a deposit on services to be provided or parts to be purchased. All deposits are non-refundable. To the extent unused, deposits will be held as a credit for Customer for one year. All credits expire in one year from the date of the corresponding deposit.

**7. Payment and Storage Fees.** Payment is due at the time Services are requested. To the extent additional fees are incurred (e.g. clean-up fees or tie-up fees), such fees shall be due and payable at the time of service. To the extent RevTech has Customer’s credit card on file, Customer hereby authorizes RevTech to charge Customer’s credit card for all fees incurred. RevTech shall have a mechanic’s lien against the Vehicle to secure the fees and shall not be required to release the Vehicle until Customer has made payment in full for all Services authorized by Customer and performed by RevTech, as permissible by Virginia Code § 43-33 and any other applicable federal and state laws. Any vehicles left with RevTech for more than 12 hours will incur storage fees of \$50 per day (or the maximum amount allowed by law). Customer agrees to pay any and all costs and expenses, including reasonable attorney’s fees, RevTech incurs in relation to collection of amounts owed from Customer to RevTech.

**8. Disclaimer, Limitation of Liability, and Indemnity.** THE SERVICES ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. REVTECH SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. RevTech, its officers, agents, employees, contractors, shareholders, and attorneys, (collectively, “RevTech Parties”) shall not be liable to Customer or any other party for any damages caused

in whole or in part by: (i) dynamometer testing, including vehicle failure and catastrophic vehicle failure; (ii) any act or omission by RevTech Parties including safety inspections; (iii) any damage to the Vehicle; (iv) any condition act which reasonably could have been prevented or minimized by Customer; (v) Customer’s use of the vehicle in breach of applicable law, including without limitation, violation of speed limits, emissions standards, or other laws that regulate the condition and use of vehicles; (vi) Customer’s off-road or track use of the vehicle; (vii) any condition constituting normal wear and tear; (viii) any condition caused by acts of God; or (ix) any condition caused by abuse or misuse. In all cases, RevTech liability shall be limited to the lesser of the total amount of fees actually paid by Customer to RevTech for the testing and inspection services or one thousand dollars. Customer agrees to indemnify RevTech Parties, and keep RevTech Parties indemnified, against any and all claims, losses, and damages suffered by RevTech Parties (including costs and reasonable attorney’s fees) relating to the foregoing.

**9. Entire Agreement.** This Agreement reflects the entire agreement between RevTech and Customer with respect to dynamometer testing. There are no other agreements, representations, promises, or understandings between the parties on the subject matter of this Agreement.

**10. Choice of Law; Venue; Legal Fees.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law principals. All disputes regarding this Agreement shall be brought exclusively in the state or county courts of Arlington County, Virginia or the Alexandria Division of the United States District Court for the Eastern District of Virginia. Customer consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available. In the event Customer nevertheless brings suit in another jurisdiction, Customer agrees to pay the costs and fees (including attorneys’ fees) incurred by RevTech in defending or seeking dismissal of the same. In the event that RevTech prevails in any suit against Customer, Customer shall pay RevTech’s costs and fees of suit, including reasonable attorney’s fees.

**11. Severability in Event of Partial Invalidity.** If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect.