

DYNAMOMETER TUNING ADDENDUM TO WORK ORDER

This Dynamometer Tuning Addendum (“Addendum”) is made by and between RevTech Performance LLC (“RevTech”) and the customer identified on the Work Order to which this Addendum is attached (“Customer”, “you”, “your”). Any term used herein and not specifically defined shall have the meaning set forth in the Work Order. This Addendum shall be construed as supplemental and in addition to the Work Order and the Standard Terms and shall be construed wherever possible to avoid conflict. In the event of a conflict between these terms and the Work Order or the Standard terms, these terms shall control.

1. Dynamometer Tuning and Fees. Customer will be charged the fees set forth in the Work Order. Customer must pass RevTech’s safety inspection not more than two weeks prior testing. RevTech may require repairs to the Vehicle prior to dynamometer tuning. RevTech may require a new safety inspection and fee if repairs are not performed by RevTech.

2. 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.

3. 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 leave the vehicle with RevTech the day before your scheduled appointment. If you cannot make your scheduled appointment, you must cancel or reschedule at least five days prior to your scheduled dynamometer tuning and 24 hours prior to your scheduled safety inspection. RevTech reserves the right to charge you for tuning fees and inspection fees that are not timely cancelled or rescheduled. RevTech will make reasonable commercial efforts to perform the services as scheduled. 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 fees paid in advance. Customer’s sole remedy for delay by RevTech shall be to reschedule the services.

4. About Dynamometer Tuning. Customer is advised that dynamometer testing and tuning is a strenuous series of test that pushes a vehicle to its limits and may include progressive software and hardware updates to the vehicle. 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.

5. 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.

6. Dynamometer Testing is Dangerous! Dynamometer testing is dangerous and may damage your vehicle. RevTech is not liable for damages or injuries caused. 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 and tuning, 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 or 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. Customer hereby certifies that they have the legal right to subject the vehicle to dynamometer testing, accepts the terms of this Addendum.

[Customer Printed Name]

[Customer Signature]

[Date]