

# Tweak'd Performance Y iring Parne•• Ôonver•ion Urder Øorm

Name:

Ôonver•ionKQ hat engine are ^ o~ p~ tting into what car?D

My car was originally:

Automatic

Manual

and will be:

Staying Automatic

Staying Manual

Converting Automatic to Manual

Phone Number:

Email Address:

Return Shipping Address:

Method of Payment:

Money Order Enclosed

Call For Credit Card

Send Paypal Invoice

Peed Expedited Service?

Yes

No

Notes:

From whom or which web site did you learn about us?

Ship Harnesses To:

Tweak'd Performance

116 Pidgeon Bay Rd Unit F

Summerville, SC 29483

## ATTENTION INTERNATIONAL CUSTOMERS:

Please ship your package to us using your country's postal service.

Do NOT use UPS or Fedex! Also please make the following note on the customs form:

"Being sent to U.S. for repair, to be returned."



I have read, understand, accept and agree to be bound by the Tweak'd Performance Terms and Conditions of Sale.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

Print Name: \_\_\_\_\_

#### **Tweak'd Performance Terms and Conditions of Sale**

##### **Warranty and Limitation of Liability**

Services provided by Tweak'd Performance hereunder will be performed in a professional and workman like manner. Should Tweak'd Performance breach this warranty, the Customer shall so notify Tweak'd Performance in writing within thirty (30) days after the date of shipment of the automotive engine swap wiring conversion harness(es) or other items or equipment at issue, and Tweak'd Performance shall use reasonable diligence to remedy such breach. Tweak'd Performance agrees, as its entire expressed liability, to repair such automotive engine swap wiring conversion harness(es) or other such item(s) which, in the judgment of Tweak'd Performance, was/were defective at the time of shipment. In the alternative, at Tweak'd Performance's sole option, Tweak'd Performance will refund the price paid by Customer for the services provided by Tweak'd Performance with regard to such automotive engine swap wiring conversion harness(es) or other such item(s). EXCEPT AS PROVIDED IN THIS PARAGRAPH, ALL SERVICES ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR TWEAK'D PERFORMANCE'S BREACH OF ALL WARRANTIES HEREUNDER IS AS SET FORTH IN THIS PARAGRAPH. IN NO EVENT SHALL TWEAK'D PERFORMANCE BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER TO TWEAK'D PERFORMANCE FOR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL TWEAK'D PERFORMANCE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR DAMAGES FOR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY OR OTHERWISE, EVEN IF TWEAK'D PERFORMANCE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. TWEAK'D PERFORMANCE SHALL NOT BE LIABLE FOR AND CUSTOMER WAIVES ANY RIGHTS AGAINST TWEAK'D PERFORMANCE ON ACCOUNT OF ANY LOSS OR DAMAGE, DIRECT, INDIRECT, OR CONSEQUENTIAL, REGARDLESS OF THE CAUSE THEREOF, ARISING OUT OF THIS TRANSACTION, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE, EXCEPTING GROSS NEGLIGENCE OR WILLFUL AND WANTON CONDUCT, OF TWEAK'D PERFORMANCE, ITS AGENTS OR EMPLOYEES.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

##### **Application of South Carolina Law**

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This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of South Carolina