



Cobb's Diesel Performance
5890 Industrial Park Drive, Lenoir City, TN 37771
TOLL-FREE: 866-380-3076 Fax: 865-816-6056
E-mail: sales@cobbsdieselperformance.com
Shop Online @ www.cobbsdieselperformance.com

PRODUCT DISCLAIMER AND LIABILITY WAIVER

THIS PRODUCT IS DESIGNED FOR OFF-ROAD, COMPETITION USE ONLY. USE ON FEDERAL OR STATE HIGHWAYS IS A VIOLATION OF THE EPA CLEAN AIR ACT. IT CAN BE FOUND AT

www.epa.gov/air/caa. This document contains in detail what are considered to be violations of the Clean Air Act and corresponding penalties for failure to obey and should be read in full before signing this disclaimer and/or installing this off-road use product. Ensuring that all emissions, noise/sound, and speed/use related laws are followed are the responsibility of the Buyer(s). Installation of this product indicates that this disclaimer has been read, acknowledged, and understood fully by both the Buyer(s) and Installer(s).

The Buyer(s) assume all associated risk of the purchase and/or use of this product. "Cobb's Diesel Performance" assumes no responsibility of any personal injury, death, or property damage associated with the use of this off-road only product. The Buyer(s) assume all responsibility of ensuring that all applicable speedy and safety restrictions are followed during the use of this product. This includes staying within the speed limits of tire rating, engine speed restrictions, and legal off-road use of the vehicle and associated product. The above is regardless the capabilities enabled by use of any "Cobb's Diesel Performance" product as it was designed for competition/off-road use only. All local, state, and federal laws and ordinances must be adhered during the use of the product. Determining the nature of these laws and ordinances is the responsibility of only the Buyer(s).

Manufacturer Limited Vehicle Warranties should be referred to before installation and use of this product. "Cobb's Diesel Performance" shall not be held responsible for voidance of any Manufacturer Warranties. The Vehicle Manufacturer is to be referred directly by the Buyer(s) to determine what is/not permissible under the Manufacturer's Limited Warranty. The Buyer(s) and Installer(s) assume all responsibility to any damages and associated costs that may be associated with Manufacturer Voidance. Installation, service, and use are solely the responsibility of the Buyer(s) and Installer(s) of the given product. "Cobb's Diesel Performance" assumes no liability for personal injury or property damage due to misuse, mis-installation, or improper service of the product/vehicle.

This product is capable of the following:

- **Making the vehicle noncompliant with Local, State, and Federal emission regulations in association with the EPA Clean Air Act.**
- **Making the vehicle capable of generating vehicle speeds unsafe for driving conditions.**
- **Making the vehicle capable of generation conditions exceeding safe vehicle speeds based on mechanical condition of the vehicle, such as tire speed ratings.**
- **Making the vehicle capable of exceeding mechanical limits of engine speed, power output, and mechanical stress upon the powertrain, driveline, chassis, and body of the vehicle**
- **Producing power and torque output(s) requiring superior driving skills and techniques in order to be safely applied.**

It is the sole responsibility of the Buyer(s) and User(s) of this product to be aware of these additional capabilities and adjust the installation and use of the product accordingly. All other warranties, expressed or implied, are not applicable for the purchase and use of this product. Failure of the due to mis-use or mis-installation is specifically excluded from the Limited Warranty of this product. "Cobb's Diesel Performance" will not be held liable for indirect, incidental, and/or consequential damages caused by the purchase, installation, and/or use of the product.

Signature of this disclaimer and waiver is necessary in order to receive any product from Cobb's Diesel Performance that involves removal and/or modification of EPA Mandated Equipment on the following vehicles such as Diesel Oxidation Catalyst, Diesel Particulate Filters, Exhaust Catalyst Convertors, Engine Calibrations/Tunes, and/or Exhaust Gas Recirculation systems:

- 2007-up Chevrolet/ GMC Duramax 6.6L LMM/LML Diesel DOC/DPF/EGR/UREA Equipped Engines
- 2007-up Dodge Cummins 6.7L Diesel DOC/DPF/EGR/UREA Equipped Engines
- 2008-up Ford Powerstroke 6.4L/6.7L Diesel DOC/DPF/EGR/UREA Equipped Engines

Signature of this disclaimer and waiver implies that the Buyer(s) and all potential User(s) have read, understood, and accepted the contents and responsibilities of both the disclaimer and the Federal EPA Clean Air Act linked and reference herein.

Printed Name(s) of Buyer(s)

Order Number(s)

Address of Buyer(s)

City/State/Zip Code

Phone Number(s)

E-mail Address

[] Yes, I am a resident of California. [] No, I am not a resident of California.

By signing below I certify that all statements on this document are true and I do not intend on importing the products related to this order into the State of California. If I do so I accept full legal responsible for any fines, jail time, or penalties incurred in violation of C.A.R.B. Vehicle Code Section 17200, 17500, 27156 and 38391.

SIGNATURE of Buyer(s) - Signature and Address Information must match invoice information of Buyer(s)