



GlowShift Gauges LLC  
444 Commerce Ln. Suite A  
West Berlin, NJ 08091  
856-768-8300 Ext. 123

## ***Dealer & Distributor Account Requirements***

### ***Dealer Level Account Requirements:***

To become a GlowShift Gauges, LLC (referred to as GlowShift in this text) dealer (“Dealer”) a one-time buy-in order of Five Hundred Dollars (\$500.00) or more will be required after the application has been approved (the “Dealer Buy-In”). (a “Dealer Account”). In order to maintain an active Dealer Account, a combined sales amount of One Thousand Dollars (\$1,000.00) is required for each calendar year. GlowShift reserves the right to make adjustments to the buy-in amount at any time for any reason. Drop Shipping is available after the buy-in order has been satisfied. The Dealer is required to pay all shipping fees.

### ***Distributor Level Account Requirements:***

To become a GlowShift distributor (“Distributor” and with Dealer collectively known as (“Reseller”), a buy-in order of Two Thousand Five Hundred Dollars (\$2,500.00) (the “Distributor Buy-In”) is required after the application has been approved. Distributor shall receive Distributor pricing and a Distributor account (a “Distributor Account”). A combined sales amount of Five Thousand Dollars (\$5,000.00) is required for each calendar year. GlowShift reserves the right to make adjustments to the buy-in amount at any time for any reason.

### ***Dealer & Distributor Account Requirements:***

The Dealer Buy-In and Distributor Buy-In must be completed within thirty (30) days of approval of the Dealer and Distributor Application (the “Dealer’s Application”). Failure to complete the Dealer Buy-In or Distributor Buy-In within the thirty (30) day period will render the Dealer’s Application null and void. The Dealer Buy-In and Distributor Buy-In order must be shipped to the business address on record. Following the Dealer Buy-In or Distributor Buy-In, all orders may be drop shipped to other locations.

Any Dealer Account or Distributor Account that is inactive for one year or more will be deactivated. Once deactivated, a new Dealer Application and new Dealer Buy-In or Distributor Buy-In is required to re-establish a Dealer Account or Distributor Account.

Website orders do not qualify for credit toward a Dealer Account or a Distributor Account, regardless of whether a Dealer Account or Distributor Account was open at the time of the website order. For a Dealer Account or a Distributor Account to receive qualifying credit, orders must be placed by phone or submitted through email by an Authorized Buyer (as hereinafter defined).

### ***Any retail promotions or pricing is not available for Dealer and Distributor orders.***

Reseller must have a brick and mortar retail or wholesale location engaged in the sale or service of automotive products (includes trucks, motorcycles, and other motorized vehicles) (a “Brick and Mortar Store”). Any Reseller seeking a waiver from the Brick and Mortar Store requirement must obtain GlowShift’s written consent, which GlowShift will not grant routinely and may withhold at its sole discretion. GlowShift reserves the right to deny the Dealer Application and Dealer Account or Distributor Account eligibility if GlowShift believes that the Dealer Application is inaccurate, incomplete, includes false information, or for any other reason.



The Dealer may only be listed as an Authorized Dealer, and Distributor may only be listed as an Authorized Distributor. GlowShift holds exclusive rights to the GlowShift® and MaxTow® trademarks. Reseller is licensed to use GlowShift's name and trademarks only in the ordinary course of distributing GlowShift's products and performing related services in Reseller's capacity as a reseller of GlowShift's products. Reseller shall not use GlowShift's name and trademarks in any manner, as part of Reseller's name or otherwise, including but not limited to Internet domain registration and web page composition, any or all of which would misrepresent the relationship between Reseller and GlowShift. Reseller may use GlowShift's name, logo, and trademarks on its websites, signs, or other advertising and promotional materials only after prior written approval by GlowShift, which GlowShift may withhold at its sole discretion. GlowShift reserves the right to terminate any Dealer Account or Distributor Account that does not adhere to these GlowShift Dealer Account requirements. Upon a Dealer Account or Distributor Account's termination, Reseller shall immediately cease using any and all GlowShift-associated trademarks in any signs, promotional materials, advertising materials, or any other materials of any nature, and this agreement shall be terminated, upon which all outstanding amounts owed to GlowShift shall be immediately due and payable.

**Authorized Buyers:** "Authorized Buyers" are individuals approved by Reseller to place orders with GlowShift. Reseller must specify which individuals are authorized to place orders for the Reseller. Reseller may specify as many Authorized Buyers as are reasonably needed. Reseller shall provide GlowShift with a list of Authorized Buyers prior to Reseller's payment for the Dealer Buy-In or Distributor Buy-In. Reseller shall immediately inform GlowShift of any changes in an individual's qualifying status as an Authorized Buyer.

**Account Changes:** All Dealer Account and Distributor Account changes and updates, including but not limited to the status of qualifying Authorized Buyers, must be submitted to Dealers@GlowShiftGauges.com (i.e.: Addresses, phones numbers, e-mail addresses, Authorized Buyers, and additional locations).

## ***1. GlowShift Minimum Advertised Price Policy (MAP)***

***1.1*** The GlowShift Minimum Advertised Price Policy (the "GlowShift MAP Policy") applies to all Resellers. Although Resellers remains free to establish their own resale prices, GlowShift will, without assuming any liability, unilaterally impose sanctions as described below in this agreement if Reseller advertises GlowShift products at prices below those specified in the GlowShift Dealer Pricing Sheet. The GlowShift MAP Policy is non-negotiable, and will not be altered for any Reseller. If any Reseller advertises prices of GlowShift products in foreign currency, prices shall be converted so as to match the value of the U.S. dollar price set forth in the GlowShift Dealer Pricing Sheet at the time of sale.

***1.2*** The GlowShift MAP Policy applies only to minimum resale prices, established by GlowShift, which are subject to change at any time and from time to time. The current listing of products and applicable prices is available on GlowShift's Dealer Pricing Sheet. The products, prices, and GlowShift MAP Policy are subject to change at GlowShift's sole discretion. Reseller is responsible for remaining current with the GlowShift MAP Policy, products, and pricing. The GlowShift MAP Policy applies to all advertisements relating to GlowShift products and all media including, without



limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage.

**1.3** In the event Reseller does not adhere to the GlowShift MAP Policy, GlowShift may unilaterally impose sanctions. GlowShift may, at its sole discretion, allow Reseller to amend its advertised prices to comply with the GlowShift MAP Policy in lieu of any sanctions. Should GlowShift allow Reseller to amend its prices so as to comply with the GlowShift MAP Policy, Reseller shall have 24 hours to correct pricing to comply with the GlowShift MAP Policy before Reseller's Dealer Account or Distributor Account is terminated. Violations of the GlowShift MAP Policy may result in GlowShift rescinding all authorized Reseller rights. GlowShift reserves the right at any time to modify, suspend, or discontinue the GlowShift MAP Policy in whole or in part, designate promotional periods, or designate any other period of time during which the GlowShift MAP Policy terms change or are not applicable. Reseller acknowledges that GlowShift's sales personnel have no authority to modify or grant exceptions to GlowShift MAP Policy or have any communications with Reseller regarding any violations of the GlowShift MAP Policy.

## ***2. Trademark Policy for Resellers and Distributors***

**2.1** The GlowShift Trademark Policy sets forth general guidelines for the use of trademarks owned by GlowShift or its affiliated entities in conjunction with the promotion, distribution, and sale of GlowShift products and services. Proper use of trademarks shall be determined only by GlowShift. Trademarks include, without limitation, those registered by GlowShift and its affiliates. These trademarks, among others, are registered in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world.

## ***3. GlowShift's Trademark Rights***

**3.1** As the owner of its trademarks, GlowShift has the exclusive right to use its trademarks, as well as the right to prevent others from using its trademarks, or designations that are misleadingly similar to GlowShift's trademarks, improperly or without authorization. Identification of GlowShift's products or services is the sole permissible use of GlowShift trademarks and logos.

**3.2** Reseller shall not incorporate any GlowShift trademark into, or use any GlowShift trademark as part of, Reseller's or any other third party's logo, company name, product logo, email address, domain name or otherwise. GlowShift's trademarks may not be used in any way that is likely to be confusing, misleading or deceptive as to the true identity or source of products, services, materials, and images. A mark that is misleadingly or confusingly similar in design or appearance to any GlowShift mark infringes on GlowShift's trademark rights and may not be used. Reseller shall not use GlowShift trademarks in any manner which is likely to disparage, dilute, or negatively affect GlowShift's reputation, or imply that the user, its products, or its services are endorsed by, sponsored or affiliated, without written permission from GlowShift. Reseller shall not use GlowShift's trademarks on a website in such a manner that leads visitors to believe that the website is owned, operated by, sponsored or otherwise associated with GlowShift.

**3.3** Reseller shall not use GlowShift trademarks as part of a domain name or URL, or to advertise Reseller as a preferred or official outlet, reseller or distributor, or use such trademarks in paid search ads and banner display ads, without GlowShift's prior written consent.



**3.4** Use or alteration of any images that are owned by GlowShift without GlowShift's written consent is prohibited. Resellers shall not alter original GlowShift packaging in any way prior to reselling GlowShift products. Removing products from the original packaging and reselling products in different packaging or under a different name or altered logo is prohibited.

**3.5** The above list of impermissible uses of GlowShift's trademarks and logos is not exhaustive. GlowShift will pursue its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on GlowShift's trademark rights.

#### ***4. Copyright Design and Images***

**4.1** GlowShift prohibits the unauthorized use of its copyrighted trademarks, descriptive text, images, and videos. Images and video on GlowShift public websites (public sites ending in either [GlowShiftDirect.com](http://GlowShiftDirect.com) or [MaxTow.com](http://MaxTow.com)) may not be used for any purpose without prior written consent of GlowShift, unless otherwise stated on the GlowShift websites where they appear. Reseller is required to identify the copyright holder or identify itself as an Authorized Dealer or Authorized Distributor only, and secure written permission to use GlowShift and affiliates content prior to such use.

#### ***5. Anti-Defamation Policy***

**5.1** Reseller shall not take any action that negatively impacts GlowShift or GlowShift's reputation, products, services, management, or employees, or take any action that may lead to unwanted or unfavorable publicity to GlowShift. Resellers who do not adhere to the GlowShift Anti-Defamation Policy will be terminated.

#### ***6. Marketplace Policy***

**6.1** GlowShift's Marketplace Policy outlines restrictions for selling GlowShift products on third party websites. Distributing GlowShift products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a "Third Party Marketplace") is prohibited**. Reseller must receive written approval from GlowShift, which may be withheld at GlowShift's sole discretion, to distribute GlowShift's products through a Third Party Marketplace.

**6.2** Upon GlowShift's written approval for a Reseller's sale through a Third Party Marketplace, the Reseller must clearly represent itself as an Authorized GlowShift Dealer or Distributor in all online advertisements and sales material. If any Reseller distributes through a Third Party Marketplace without prior written approval from GlowShift, GlowShift may terminate such Reseller's Dealer Account or Distributor Account immediately.



## ***7. Returns and Exchanges***

**7.1** GlowShift's Return and Exchange Policy outlines regulations and restrictions for returning merchandise. All sales are final after 30 days from GlowShift's date of delivery. Returns are permitted only if GlowShift is contacted within 30 days of the delivery date.

**7.2** Drop ship Customers (as hereinafter defined) must furnish a copy of the original receipt provided by Reseller to exchange product(s). The Customer must contact the reseller in order to return for a refund. GlowShift will refund the reseller only, it is the responsibility of the reseller to refund the customer for their product.

**7.3** All returned products must contain a return merchandise authorization ("RMA") number attached to the returned product. Packages without an RMA number will be refused upon delivery and sent back to Reseller. RMA numbers can be obtained by contacting the GlowShift Customer Support Department and are valid for only fourteen (14) days from the issue date.

**7.4** All returned or to-be-exchanged merchandise must be in brand new, uninstalled condition, in the original packaging, and contain all accessories and instruction manuals. Missing accessories will result in a credit amount reduced by the replacement cost of the missing items.

**7.5** All original purchasers of GlowShift products excluding Resellers ("Customers"), and Resellers as well, are responsible for all shipping charges for items that are returned or exchanged by them. GlowShift shall issue a refund for returned or exchanged items in the original form of payment used by the purchaser, which may take up to seven (7) business days to process after GlowShift's receipt of the returned or exchanged items. Once a refund has been submitted, it may take seven (7) to ten (10) business days to post to the bank account or be applied to the credit card.

**7.6 Special order items are not returnable or exchangeable. GlowShift's Return and Exchange Policy does not apply to items that have been customized to a specific use or made to order.**

## ***8. Stock Merchandise Warranty***

**8.1** Resellers may place stock merchandise orders. GlowShift will honor the warranties identified in the GlowShift Reseller Warranty and Disclaimers (the "GlowShift Warranties") for applicable warranty periods beginning on the Customer's date of purchase from Reseller, if the Customer's date of purchase is within six (6) months of the stock merchandise order and a sales receipt is provided for verification. For any stocked item sold after such six (6) month period, the GlowShift Warranties will be deemed to commence at the six (6) month mark from the original stock merchandise order purchase date.

## ***9. Fulfillment Errors***

**9.1** Reseller acknowledges that shipping errors sometimes occur. If incorrect merchandise is shipped due to a GlowShift error, Reseller shall contact GlowShift within fourteen (14) days of receipt of the incorrect merchandise. GlowShift will provide a return postage label to return the incorrect



merchandise. Reseller may not return any incorrect merchandise if Reseller fails to contact GlowShift within fourteen (14) days from receipt.

**9.2** GlowShift shall ship the correct merchandise to the requested address upon GlowShift's receipt of the incorrect merchandise. All fulfillment errors, incorrect merchandise, or incorrect quantities will be reshipped via the same method as the original order shipped. Shipping can be expedited, if desired, at the Customer or Reseller's expense.

## ***10. Damaged Packages***

**10.1** If a damaged package is received by Reseller, Reseller must contact GlowShift within fourteen (14) business days of receipt of the damaged package. Once reported, GlowShift will create a claim on behalf of Reseller with the damaged package's shipping carrier. GlowShift will not create a claim on behalf of Reseller if Reseller fails to contact GlowShift within fourteen (14) days of receipt.

**10.2** Customer and Resellers **MUST** keep all contents and original damaged packaging for up to eight (8) business days while the claim is processed by GlowShift. If the claim is approved, a replacement product will be shipped, or a refund granted, as per the Customer or Reseller's request. Damaged packages will be shipped using the same method as the original order. Shipping can be expedited, if desired, at the Customer or Reseller's expense.

## ***11. Refused Packages***

**11.1** Customer and Reseller are responsible for any and all shipping charges that are incurred if a package from GlowShift is "refused." Any and all charges incurred for shipping will be deducted from the refund amount (if any) for refused merchandise.

**11.2** Customer and Reseller are responsible for all international shipping charges, as well as all incurred brokerage fees. Customer and Reseller must pay for international packages shipped for a second time, along with any return postage costs.

## ***12. Undeliverable Packages***

**12.1** If a package is returned to GlowShift due to an undeliverable or an incomplete address, the Customer or Reseller is liable for all reshipment costs. If the Customer or Reseller does not wish to have the package reshipped, any refund will be reduced by the total of all shipping charges. For Customers or Resellers shipping internationally, the subtracted amount will be the total of all shipping charges and incurred brokerage fees.

## ***13. Payment Terms***

**13.1 Domestic:** Payments from Resellers to GlowShift shall be made only by credit card, wire transfer, or PayPal.



**13.2 International:** Payment for international orders shall be submitted via bank wire transfer. Payment may also be made via credit card or PayPal upon approval by GlowShift, which GlowShift may withhold at its sole discretion.

**13.3 Drop Ship Orders:** Payments for drop shipments may not be paid via PayPal.

**13.4 GlowShift does not offer credit terms of any kind.** All orders are shipped only once payment has been received in full and cleared by the financial institutions involved. While GlowShift tries to ensure accuracy, GlowShift reserves the right to correct any errors in pricing and/or descriptions, and to cancel or refuse to accept any order based on an incorrect price or description.

## **14. Termination**

**14.1** Unless otherwise provided by applicable law, either GlowShift or Reseller may unilaterally terminate the applicable Dealer Account or Distributor Account without cause and for any or no reason, upon thirty (30) days' written notice given to the other party. Upon termination, all amounts owed to GlowShift shall become immediately due and payable, and Reseller shall immediately cease to use all of GlowShift's names and trademarks, and shall no longer identify itself as a Dealer, Distributor, Authorized Dealer, Authorized Distributor, or Authorized GlowShift Reseller of GlowShift products.

**14.2** If Reseller fails to fulfill the applicable Dealer Account or Distributor Account sales quota as required in this Agreement, or fails to pass annual or semiannual evaluations, GlowShift may, at its discretion, terminate Reseller's Dealer Account or Distributor Account. Upon such termination, any and all outstanding amounts due and owed to GlowShift shall be immediately due and payable.

## **15. GlowShift's Rights**

**15.1** GlowShift reserves the right to modify and to interpret this Agreement. GlowShift has the right to re-evaluate the performance and validity of Reseller's performance annually, semiannually or at any given time, and change the status of the Reseller accordingly.

**15.2** Nothing in this Agreement is intended to grant to Reseller any right of exclusivity. GlowShift reserves the right to sell directly any of its products to: (a) United States government or any of its agencies, bureaus, commissions, or departments; (b) any foreign government or any of its agencies, bureaus, commissions, or departments; (c) academic institutes, churches, charities, trade organizations or any other non-profit entities; and (d) Customers, additional Resellers, businesses, private entities, and any other such purchasers.

**15.3** GlowShift reserves the rights to change the design of any products or part thereof at any time without notice to Reseller.

**15.4** GlowShift reserves the right to change the price of any of its products from those shown in the GlowShift Dealer Pricing Sheet. In the event of price change, GlowShift may, but is not required to, inform Reseller of such changes with at least fifteen (15) days' prior notice.



**15.5** GlowShift reserves any and all other rights not expressly waived in this Agreement, as permitted to the fullest extent of the law.

**16. Not A Franchise**

**16.1** Reseller acknowledges this is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of GlowShift. Nothing in this Agreement shall be construed as a waiver of any applicable exemption that may be available to GlowShift under New Jersey Stat. 56:10-1 *et al.* or any other applicable laws.

**17. Miscellaneous**

**17.1** The validity of this Agreement is contingent upon Reseller's execution of the Dealer Application, GlowShift's approval of such Dealer Application, and a successful Dealer Buy-In or Distributor Buy-In. Failure of Reseller to complete and execute the Dealer Application, GlowShift's denial of the Dealer Application, or the failure to complete the Dealer Buy-In or Distributor Buy-In within thirty (30) days of GlowShift's approval of the Dealer's Application shall result in the immediate termination of this Agreement, upon which this Agreement shall be null and void and the parties shall have no further obligations or liabilities to each other.

**17.2** The terms and conditions of the GlowShift Reseller Warranty and Disclaimer and Dealer Application are incorporated by reference and restated as if fully within.

**17.3** Reseller represents and agrees that no promise, inducement, or agreement other than as expressed herein has been made by GlowShift or any of its representatives, and that this Agreement is fully integrated and supersedes all prior agreements, discussions, communications, and understandings. Reseller's signature on its Dealer/Distributor Application will constitute its acceptance of this Agreement. For all purposes relating to this Agreement, electronic signatures, facsimile signatures, and scanned signatures sent by electronic transmission shall be accepted the same as original signatures.



## **GlowShift's Dealer Warranty & Disclaimers**

### ***1. GlowShift One Year Non-Transferrable Limited Warranty and Disclaimer***

***1.1*** GlowShift Gauges, LLC ("GlowShift") warrants to the original retail customer purchase, and not any other purchaser or subsequent owner; that this Product will be free from defects in material or workmanship for a period of one year from the purchase date.

***1.2*** For a period of one year from the date of purchase, at no charge to the Purchaser, GlowShift will repair or replace this Product if it is determined by GlowShift to be defective. After the warranty period, the Purchaser must pay all charges for parts and labor. Coverage under this warranty is only valid within the United States, including its territories, as well as in certain other countries. Purchasers should check the website, [www.GlowShift.com](http://www.GlowShift.com), to determine the warranty coverage in the countries in which they are located.

***1.3*** GlowShift does not warrant the installation of the Product, which is the sole responsibility of the Purchaser. Installation should be completed by licensed professionals. Improper installation may cause damage to the Product and any vehicle in which it is installed. Incorrect installation may cause burns and electrical injury to individuals. GlowShift's warranty does not cover any expenses incurred in removing products that are defective or re-installing replacement products in their place.

***1.4*** During the warranty period, to obtain product repairs or replacements, the Purchaser must return the Product, freight prepaid by the Purchaser, to GlowShift (for customers in the contiguous United States, GlowShift will pay the shipping charges if any Product fails during the first thirty (30) days after purchase). The Product must be returned in its original carton or in a similar package affording an equal degree of protection. GlowShift will return the repaired or replaced Product, freight prepaid, to the Purchaser. GlowShift recommends when returning an item for repair or replacement, that the package is insured by the returnee as GlowShift is not responsible for any package lost or damaged during return shipping. GlowShift does not provide Purchasers with temporary replacement units during the warranty period or at any other time.

***1.5*** This limited warranty is non-transferrable and will automatically terminate if the original retail consumer purchaser resells the Product or transfers the vehicle in which the Product is installed. An "original retail consumer purchaser" is an individual who originally purchases a product or is a gift recipient of a new product that is in its original packaging and unopened.



## ***2. Disclaimer of Warranty***

**2.1** Except for the foregoing warranties, GlowShift hereby disclaims and excludes all other warranties, express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, or any warranty with regard to any claim of infringement that may be provided in section 2-312(3) of the uniform commercial code or in any other state statute.

## ***3. Limitation of Liability***

**3.1** The liability of GlowShift, if any, and purchaser's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of the legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product for which such claim is made. In no event shall GlowShift be liable to purchaser for any special, indirect, incidental, or consequential damages of any kind including, but not limited to, compensation, reimbursement or damages on account of the loss of present or prospective profits or for any other reason whatsoever.

**3.2 GOVERNING LAW:** This non-transferrable limited warranty shall be governed by the law of the State of New Jersey, U.S.A., and the United States of America, excluding their conflicts of laws principles. The courts of Camden County, New Jersey, shall have the exclusive jurisdiction over any legal action with respect to this warranty. This limited warranty gives specific legal rights. You may also have other rights that may vary from state to state or from country to country. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You are advised to consult applicable state or country laws for a full determination of rights.

## ***4. Third Party Warranties***

**4.1** GlowShift offers a 30-day limited warranty on all third party products that are included with any GlowShift product. GlowShift's Wideband Air/Fuel Gauge set includes a Bosch 4.9 LSU Wideband Oxygen Sensor. GlowShift will exchange any Bosch Sensor that is defective within 30 days of the purchase date after it has been inspected by the Technical Support Department. This warranty will be voided if any shock occurs to the sensor, moisture collects on the sensor from it being installed at the incorrect angle or if it is damaged due to the fuel mixture being too rich. The Technical Support Department will require a picture to verify that the sensor was installed at the correct angle. Any product being sold third party must be in the original packaging provided by GlowShift.

## ***5. Warranty Shipping Responsibility***

**5.1** Warranty shipping is only valid within the Contiguous United States. For defective products, GlowShift Gauges will cover all shipping charges to and from the Dealer within 30 days of the delivery date. After 30 days, Dealers are responsible for sending defective products back to GlowShift, GlowShift will pay for the return shipping cost. If a product is returned for testing and is determined to be in perfect working condition by the Technical Support Department, the dealer will be responsible for ALL shipping costs. GlowShift is not responsible for any package that is lost in transit while being returned to the facilities. Please insure all packages being returned to minimize liability if the package is lost or damaged.



## ***6. GlowShift One Year Non-Transferrable Limited Warranty Terms and Conditions***

**6.1 Notification of Claims Warranty Service:** If Purchaser believes that a Product is defective in material or workmanship, written notice with an explanation of the claim shall be given promptly by Purchaser to GlowShift. All warranty claims must be made within the warranty period, and any products returned to GlowShift must be shipped in accordance with GlowShift's procedures (including the use of RMA numbers supplied by GlowShift after notification). The repair or replacement of any Product or part thereof shall not extend the original warranty period. The specific warranty on the repaired part only (not including gauge sensors) shall be in effect for a period of ninety (90) days following the repair or replacement of that part, or the remaining period of the Product warranty, whichever is greater. GlowShift does not provide a warranty on replacement gauge sensors.

**6.2 Proof of Purchase:** The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility. Registration of any Product or of this limited warranty is voluntary, and failure to register will not diminish any rights available under this warranty.

**6.3 Exclusive Remedy Acceptance:** Purchaser's exclusive remedy and GlowShift's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply new or rebuilt replacements for defective parts. GlowShift will refund the purchase price for such Product only if repair or replacement fails to remedy the defect. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereof.

**6.4 Exceptions Limited Warranty:** GlowShift shall have no obligation to Purchaser with respect to any Product that is subjected to any of the following: abuse, improper use, negligence, accident, modification, failure to follow the operating procedures outlined in the user's manual, failure to follow the maintenance procedures in the service manual for the Product, attempted repair by non-qualified personnel, operation of the Product outside of the published environmental and electrical parameters, or if the Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. GlowShift excludes from warranty coverage products sold AS IS and/or WITH ALL FAULTS. GlowShift also excludes from warranty coverage any consumable items such as fuses and batteries. All software and accompanying documentation furnished with, or as part of the Product is furnished "AS IS" (i.e., without any warranty of any kind), except where expressly provided otherwise in any documentation or license agreement furnished with the Product.