

# ***DynoValve***

## **AGREEMENT FOR THE PURCHASE AND INSTALLATION OF THIS PRODUCT**

**ATTENTION: DYNOVALVE AND OTHER PRODUCTS OF SELLER MUST BE INSTALLED BY QUALIFIED MECHANIC OR INDIVIDUAL.**

**Do not install this product until you have read and agree to the following agreement (“Agreement”) and visited [www.dynovalve.com](http://www.dynovalve.com) (the “Website”)**

This Agreement sets forth the terms and conditions for the use of DynoValve or any other product or service (hereafter the “Product”) of SaviCorp, Inc., its affiliates, employees, distributors, dealers and agents (Hereafter “Seller”) The installation of THE PRODUCT indicates that the retail buyer of the product (“buyer”) and its installing agents (hereafter the “buyer”) has read and understands this agreement, has visited and reviewed the content of the Website and accepts the terms and conditions hereunder. Seller makes no warrantee, representation or guarantee, express or implied to any wholesale distributor, or reseller of the product of any kind other than the following:

### **DISCLAIMER OF LIABILITY**

Seller assumes no liability for any damages or loss of any kind that might arise from the sale, use of, misuse of, or the inability to use the Product. Seller cannot guarantee the quality, content, accuracy, or completeness of the information, text, graphics, links, and other items contained on the Website because, in part, the material comes from a variety of sources, collected and is maintained for different purposes. The Seller retains the right to change any content on its Website without prior notice. Seller assumes no liability for improper or incorrect use of materials or information contained on its Website. All materials that appear on the Website are distributed and transmitted "as is," without warranties of any kind, either express or implied, and subject to the terms and conditions stated in this disclaimer. Communications made through e-mail or the Seller’s web site do not constitute legal or official notice of any existing or potential claim or cause of action against it, its departments, officers, employees, representatives, or agents.

### **ACKNOWLEDGMENTS**

The Buyer acknowledges that he is not relying on the Sellers skill or judgment to properly install the Product of Seller and that Seller assumes no liabilities for any information which extend beyond installation instructions provided on the Website.

Buyer further understands and agrees that it has consulted with all Federal, State and Local government agencies to determine whether the Product of Seller may be installed in the particular application intended, and within the jurisdiction which the Buyer’s vehicle will be used or installed-whether or not so indicated by Seller or the Website.

Buyer further understands that Seller’s Product may affect the Buyer’s vehicle warrantee, whether by the manufacturer or third parties, and Buyer has obtained express written approval of the Buyer’s vehicle manufacturer or third parties prior to installation or waves that right by permitting the installation, either expressed or implied.

### **INDEMNITIES and LIMITATIONS**

The Buyer agrees to indemnify the Seller and to hold the Seller harmless from any claim related to the item related to the use or sale of the Product, including claims of third parties, except those expressly warranted herein. The buyer hereby waives all remedies or liabilities expressed or implied, arising by law or otherwise, including any obligation of the seller with respect to consequential damages caused by DynoValve or the installation of any other product of Seller performed by an unqualified individual. If Buyer chooses to install DynoValve without proper expertise or guidance, the buyer is solely responsible for any damages to vehicle engine resulting from self-installation.

**LIMITATION OF WARRANTY**

Seller gives no Warranty as to description, quality, merchantability, and fitness for any particular purpose, productiveness, or any other warrantee, express or implied related to the Seller's Product sold herewith only to the extent set forth in this Agreement or Website at the time of the Purchase of the Product except that the Product shall include a warrantee against manufacturer's defects and workmanship which shall be warranted for as long as the vehicle is owned by the original purchaser from the date of sale and limited solely to the replacement of the parts contained within the products kit. Seller's return policy shall be set for in the Website as indicated at the time of the return. The Seller shall be in no way responsible for the Product's improper use and the Buyer hereby waives all rights other than those expressly written herein. This warranty shall not be extended, altered or varied except to be a written instrument signed by Seller and Buyer or as from time to time, at Seller's sole discretion, altered under the terms set forth in the Website.

**APPROVAL OF AGREEMENT**

In the event that the buyer does not agree with this Agreement, the Buyer may promptly return the Product in a new and unused condition, with the "original" dated proof of Purchase to the Seller, as instructed in the Website within 10 days from the date of purchase for a full refund. The installation of this Product indicates that the buyer has read and understands that the installation of the Product and indicates that the Buyer has read and understands this Agreement and accepts the terms and conditions herein. The buyer further agrees that if GHG Emissions Credits or Carbon Off-Sets are generated by the use of the DynoValve, SaviCorp. Inc. retains ownership and derives the benefits from those Credits as an off-set against costs and expenses of manufacturing its products and as sole proprietary owner of the patents, patent pending and any other intellectual properties with respect to the DynoValve. The buyer agrees by the use of and/or the purchase of, the DynoValve, DynoValve Pro, he/she has relinquished any and all rights to claiming those Carbon Credits and/or Carbon Offsets.