



## MLS HEAD GASKET LIMITED LIFETIME WARRANTY

Mr. Gasket, a division of Holley Performance Products ("Holley") warrants to its direct purchaser that each of Mr. Gasket's MLS head gaskets (each, a "Product") will be free from defects in materials and workmanship for the lifetime of the Product (the "Warranty Period"), subject to the terms and conditions set forth herein, which are subject to modification from time to time by Mr. Gasket. If Mr. Gasket determines, in its reasonable discretion, after an inspection of an allegedly defective Product (if such an inspection is requested by Mr. Gasket), that a Product is defective (i.e., that there exists a defect in materials, manufacture or design), then Mr. Gasket agrees during the Warranty Period, to repair or replace, at Mr. Gasket's option, the defective Product so as to cause the same to operate in substantial conformance with said published specifications; provided that": (a) Buyer shall promptly notify Mr. Gasket in writing upon the discovery of any defect, which notice shall include that product number model and serial number (if applicable) and details of the warranty claim; (b) after Mr. Gasket's review, Mr. Gasket will provide Buyer with service data and/or a return material authorization ("RMA"), which may include product-specific handling instructions, then, if applicable, Buyer may return the defect Product to Mr. Gasket with all costs prepaid by Buyer; and (c) Buyer shall enclose a copy of the original sales invoice and completed warranty form with the Product. Replacement parts may be new or refurbished, at the election of Mr. Gasket. All returned Products shall become the property of Mr. Gasket. No repair or replacement will extend the original warranty period. Consumables are expressly excluded from this warranty.

In no event shall Mr. Gasket have any obligation to make repairs, replacements or corrections required in whole or in part, as the result of: (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) abuse, neglect, misuse, fault or negligence of or by Buyer, (iv) use of the Product in a manner for which it is not designed, (v) causes external to the Product, (vi) improper storage and handling of the Product, (vii) use of the Product contrary to Mr. Gasket's written instructions, (viii) ordinary maintenance, (ix) modifications or alterations that have not been performed by Mr. Gasket or its authorized representative, (x) failure to install or maintain Product in accordance with Mr. Gasket's written instructions, (xi) operation of engine on fuel other than gasoline, alcohol, propane, natural gas, methanol or E85 (or equivalent blend) or (xii) failure to use the Product in a traditional automotive liquid based cooling system at normal operating temperature. This warranty does not cover cost of labor, materials, shop equipment/time, incidental or consequential damages, loss or damage to components or products other than a defective Product, or other costs associated with failure and replacement of Product. If Mr. Gasket provides repair services or replacement parts at Buyer's request that are not covered by this warranty, Buyer shall pay Mr. Gasket therefore at Mr. Gasket's then prevailing time and materials rates. This warranty applies only to the original purchaser of the Product.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCT PERFORMED BY ANY PERSON OR ENTITY OTHER THAN Mr. Gasket OR ITS AUTHORIZED REPRESENTATIVE WITHOUT Mr. Gasket's PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY Mr. Gasket, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCT.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A PRODUCT DEFECT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, Mr. Gasket DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Mr. Gasket DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

No dealer or distributor of Mr. Gasket is authorized to bind Mr. Gasket to any representation or warranty other than as set forth above.

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