

Terms and Conditions

GENERAL WARRANTY

Below is the Fabspeed General Warranty, which goes into effect should there not be a specific product warranty included with your purchase.

A performance car is only as strong as its weakest link. Therefore, it is vital that you maintain your vehicle to factory specifications. By installing or using the purchased product, the Consumer accepts this warranty and any specific Manufacturer warranties enclosed. This warranty coverage is superceded by any warranty policy the product contains stating otherwise.

The Manufacturer's full warranty applies to all products sold. By installing or using the purchased product, the Consumer accepts this warranty and any specific Manufacturer warranties enclosed. Fabspeed warrants our products to the original retail purchaser (Consumer) against defects for the life of the product. This is an exception to the use of Sport Catalytic converters, which only hold a 2 year warranty and are covered for **street use only**. Aftermarket catalytic converters are not warrantied under race conditions. Fabspeed will not warranty any catalytic converter that is used with leaded race fuel or any type of fuel additive. Lead and certain fuel additives will damage any catalytic converter whether it is stock or aftermarket and Fabspeed will not warranty nor be responsible for any costs incurred for repairing or replacing the catalytic converters used in racing or motorsports applications. Fabspeed will evaluate any failed catalytic converter(s) and make a final decision on how and why the catalytic converters failed. If leaded race gas or fuel additives were used then replacement of cats will be charged to customer. Exhaust systems used in Speed/Competition/Road Racing and Off Road use have a propensity to fail over time. Cars subjected to these extremes require extra maintenance and caution, and Fabspeed is not liable for any catalytic converter failures under these circumstances.

Upon verification of warranty coverage, Fabspeed will, at its sole option, repair or replace the defective product without charge. This is the only remedy the Consumer has for any loss or damage, however arising, due to nonconformity in or defect of the product. This warranty does not cover consequential damage, loss of time or revenues, inconvenience, loss of use of vehicle, shipping, damage to the vehicle or components, or other incidental or indirect damage.

Use of product in Motorsports or Racing conditions is grounds for warranty denial. Motorsports and Racing is an inherently abusive operational condition, and it is impossible to warranty for this type of usage. All warranties are void if the product was not installed by a certified auto mechanic, improperly serviced, modified, or used in a way not intended by the Manufacturer. The Consumer is responsible for ensuring that the product is installed in a safe and proper manner, and should cease usage of the product immediately if an unsafe or improper condition is noted, the Consumer should then immediately contact the facility where the product was installed or Fabspeed.

If you feel that you need to return a product, see our return policy and procedure. Or, feel free to contact us first for any warranty claims questions or explanations of this section.

FABSPEED MOTORSPORT SPORT CATALYTIC CONVERTERS

Fabspeed Motorsport utilizes only the best German-imported 200-cell per square inch catalytic converters in all of our Porsche, Ferrari, and Lamborghini applications. Our sport catalytic converters will pass emissions and inspections in all 49 U.S. states other than California. All sport catalytic converters are sold for offroad use only to California residents. Fabspeed sport catalytic converters have a limited TWO (2) YEAR WARRANTY from date of purchase.

LIMITATION OF LIABILITY

Fabspeed Motorsport shall have absolutely no liability in connection with the website content including any liability for damage to your product resulting from the information or the lack of information available on the Fabspeed website.

Fabspeed Motorsport shall have NO liability for:

- Any loss or injury caused, in a while or in parts, by its actions, omissions, or negligence or for contingencies beyond its control, in procuring, compiling, or inaccuracies in correlating to the site material.
- Any errors, omission, or inaccuracies in or relating to the site material regardless of how caused, or delays or interruptions in delivery
- Any decision made or action taken or not taken in reliance upon the site material
- Any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of the internet generally

In no event shall Fabspeed Motorsports be liable for any special, incidental, consequential, exemplary or punitive damages for any loss or profits, goodwill, use or other intangible losses including negligence, whether remote, proximate or foreseeable, and whether or not Fabspeed Motorsport has been advised of the possibility of such damages, arising out of or in connection with the use of our products.

FABSPEED MOTORSPORT WARRANTY INFORMATION

Fabspeed offers a Limited Lifetime Warranty on all of our performance products*. This Warranty is offered to the original purchaser and protects against defects in materials and construction. If the product(s) should ever have a problem, the original purchaser must contact Fabspeed immediately to submit a Warranty Claim.

Fabspeed is not responsible for any costs (including parts, labor, shipping required for service and miscellaneous) incurred by the customer for Warranty service.

Fabspeed does not offer Warranty coverage of sound quality as this is subjective.

*Exclusions:

- Catalytic Converters: 2-year Limited Warranty (details below)
- Exhaust Tip Finish: 1-year Limited Warranty
- Exhaust Valves (& related electronics): 1-year Limited Warranty

Fabspeed Motorsport Catalytic Converter Warranty

Fabspeed products containing catalytic converters are protected by a 2-Year Limited Warranty against failure or defects in material and construction. This Warranty does not apply if the product(s) has been installed on a vehicle that has been run with leaded race fuel or fuel additives

In order for Fabspeed to replace a catalytic converter under warranty, the following conditions and requirements must ALL be met:

- 1. Catalysts must not show any physical damage or signs of abuse. Signs of abuse include, but are not limited to, motorsport or on-track use, leaded fuel, fuel additives, etc.
- 2. Catalysts must be no more than two years in age from original purchase date.
- 3. There are no visible exhaust leaks anywhere in the exhaust system upstream of the catalysts.
- 4. Two ECU printouts showing catalyst inefficiency faults. After the first printout the ECU fault memory is cleared. If the fault returns, a second printout should be made and submitted for warranty approval. Printouts must include operating conditions and vehicle hours.
- 5. No other faults which will alter the OEM or Fabspeed ECU tune air/fuel calibration should be present on the printouts for catalytic inefficiency (for example: codes for fuel trim, O2 sensors, MAF sensor, etc.)
- 6. A graph of the oxygen sensors before and after the catalyst must be supplied. This graph should show the oxygen sensors in operation on a fully warm vehicle in closed loop operation.

THIRD PARTY WARRANTY INFORMATION

Components and parts not made or manufactured by Fabspeed Motorsport (third party) are not covered by the Fabspeed Limited Lifetime Warranty and default to the respective manufacturer's warranty program.

EUROPEAN VEHICLE WARRANTY INFORMATION

We often get asked the question, "If I fit a Fabspeed Motorsport exhaust to my car, will it invalidate my manufacturer's warranty?"

According to the law, the answer is an emphatic "No". However, many people including vehicle suppliers themselves, do not know this and supply the wrong information.

Here are the facts:

In October of 2003, European Union legislation affecting the motor trade came into force. Its full title is 'Block Exemption Regulations 1400/2002' (in short 'BER'). This legislation changes the way cars may be serviced and repaired, and gives motorists a lot more freedom in their decision about who should look after their cars.

The BER covers areas such as who can service vehicles other than agents appointed by manufacturers and, more specifically to customers who are considering a Fabspeed Motorsports exhaust, parts that can be fitted to a vehicle. Below we draw upon in particular the issues that concern fitting replacement parts to a vehicle that are not the manufacturer's original equipment.

- The BER introduces certain definitions of importance to the independent aftermarket. There is a new definition of 'original spare parts' and 'matching quality parts' that is based on the quality of the component. Vehicle warranties cannot be invalidated if these conditions are met: Where parts used are of matching quality as the component used for the assembly of a motor vehicle. (A Fabspeed Motorsports exhaust is manufactured from a higher quality material than OEM exhausts: 304L aircraft quality stainless steel, and are manufactured using internationally-certified practices. Spare parts of "matching quality" identifies parts in the following way: spare parts made by any undertaking which can certify at any moment that the parts in question match the quality of the components which are or were used for the assembly of the motor vehicles in question.)
- Where parts used are of the same specifications and production standards as those used by the Vehicle Assemblers. (A Fabspeed Motorsports exhaust is designed to fit to OE mounting parts and components such as catalysts without any modifications (including cutting, welding and bending of any OE parts). It's fitting is a simple bolt-on bolt-off process which can be reversed or replaced at any time without causing damage to the vehicle or OE components.)
- Where parts manufacturers/suppliers are able to issue a quality certificate. Fabspeed Motorsports exhausts are compliant by the strict guidelines and internationally-recognized ISO 9001. Very few aftermarket exhaust manufacturers have such certifications.

An interesting point is that if the vehicle manufacturer itself offers spare parts of differing quality (e.g. an "economy" or "premium line"), he cannot prohibit its contractual partners (i.e. dealers and authorized repairers) from buying spare parts of the same quality from the independent market.

The BER also covers service and maintenance during the warranty period and prohibits vehicle manufacturers' warranties from including conditions requiring that all parts used must be the VA's "original spare parts".

THE EUROPEAN COMMISSION DECLARED THAT SUCH CLAUSES IN A WARRANTY DOCUMENT WOULD REPRESENT "AN UNJUSTIFIED RESTRICTION FOR THE CONSUMER".