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Please note that while some of our products are decorated with the Porsche name or Porsche crest, no affiliation, connection with, sponsorship, or approval with Porsche AG is intended.

Service and Repairs:

We love working on cars and stand behind our work.

- We warranty our installation of parts, engine rebuilds, repairs and parts for 1 year/12,000 miles from delivery date - whichever occurs first. Repairs or replacement will be done at our option after review and inspection of the problem. Repairs or replacements can only be done at the x-factory facility.
 - Aftermarket & Performance Parts
 - Warranty coverage varies depending on the manufacturer, most tend to have a 1 year limited warranty. Diagnosis time and replacement labor costs are not covered under warranty.

There are instances where we cannot warranty our work. The following is a list of some of the items we do not cover:

- 1) Racing Purposes - If your vehicle is used on the track for either driver's education or all the way to wheel to wheel racing, the x-factory is not responsible for repairs or damage that may ensue from such activity.
- 2) Custom modifications - Any modifications that fall outside the norm of original street use are not covered under warranty.
- 3) Negligence or Abuse - Any damage arising from negligent care or use of the vehicle or abuse outside the specifications outlined by the manufacturer are not covered under our warranty.
- 4) Sometimes a client provides the parts needed in the repair of their car. **The x-factory only warrants the labor performed by us in these cases.** A premium will be applied on the labor charge when the client supplies their own parts. This premium rate is determined on the scope of the job. We will discuss this with you to set the rate prior to starting the work.
- 5) Secondhand/Used parts - Sometimes a used or secondhand part(s) is/are used in the repair of your car. The parts portion of your warranty is limited to what the vendor who supplied it offers. This may range from no warranty to 1 year depending on the part and application. The labor portion is also dependant on the length of the parts warranty.

The above is covered by the Uniform Commercial Code of Business Practices.

Parts Sales

Our Parts are warranted to fit the application they are designed for. No other warranties are expressed or implied. Since some of the parts contravene local or federal vehicle codes, it is the responsibility of the buyer to check to make sure they will meet the codes. Otherwise there is no warranty expressed or implied from the x-factory that the parts will meet these codes.

EFI systems and components

This section applies to any product that is available as a component or sub-assemble, but that we also offer as part of an assembled system. Examples would be standard EFI systems, which include ECU controllers from various manufacturers, like MegaSquirt I and II ECUs, Stimulators, Motec, RHD and Jenvey Throttle bodies etc. As a system integrator, we stand behind the suppliers warranties. These are typically 1 year conditional warranties, as published by the manufacturers. For example: Standard off-the-shelf MegaSquirt ECU Assembled units are covered by a one year limited warranty against manufacturers defects. Contact us if you believe you have an issue that should be covered under warranty. We will discuss the issue with you and provide an RMA number and an address to ship your unit to. Our techs will evaluate the unit and if a problem due to manufacturer defect is found we will repair it free of charge. We will cover the cost of shipping from our shop to you up to \$25; we will need for you to cover any cost of shipping beyond \$25 and the cost of shipping the unit from your location to our shop. If we determine that the problem was due to mis-use, mis-installation or improper modification, our shop rate will be \$100/hr plus materials to repair your unit (one hour minimum).

All our parts are deemed "For Racing Purposes Only".

Vehicle racing is an inherently dangerous sport with significant risk of personal injury or even death. When a user participates in vehicle racing and/or track events, he accepts the risk inherent therein. The x-factory, Inc., its employees, and affiliates makes no warranty that the use of its products or parts guarantees personal safety or freedom from physical injury or operates as a life saving device.

The x-factory disclaims all liability for any special, direct, incidental or consequential damages, or any damages whatsoever, including, without limitation, the loss of life or limb, or damages due to bodily or personal injury, which may arise or result from the sale, installation, or use of any of its products and parts.

It is the user's responsibility to inspect and verify the dimensions, specifications, and performance of all products and parts as being appropriate for the use to which the user will put them prior to any actual installation and/or use of said products and parts.

The x-factory's products and parts are to be inspected by the user before each use for evidence of damage, defect or wear. Any deviation by the user from the manufacturer's specifications concerning use, maintenance, repair, alterations and modifications constitutes willful negligence.

The installation of the x-factory's products or parts may adversely affect other vehicle components, safety equipment or manufactured goods (collectively "goods"). The x-factory assumes no responsibility for any damage to other goods, or bodily injury that may arise due to failure of other goods, due to installation and/or use, either proper or improper, of its products or parts.

The liability of the x-factory is limited to the replacement of defective products or parts found under examination by manufacturer to be defective in material or workmanship within 60 days after purchase, and which has not been caused by an accident, improper use, alteration, tampering, excessive use, misuse, modification or abuse. The damage to the user shall be deemed liquidated in the costs of replacement of the product or part. Labor charges for installation of the parts or the replacement or removal of defective parts are not covered.

The x-factory assumes no responsibility for errors, omissions, diagrams, pictures, illustrations or text in the instructions or the documents contained herewith.

Regards,
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