

Clone™ Warranty Agreement

Subject to the limitations below, Clone expressly warrants to the original purchaser, for 3 (THREE) YEARS from the date of purchase, against the failure of the Clone due to defects in materials or workmanship (i.e. a defective Clone). Any implied warranty of merchantability or fitness for a particular purpose are limited, to the extent allowed by law, and to the time period covered by this written warranty. If the purchaser complies with the terms of this warranty, Clone will repair or replace a defective part without additional shipping cost to you. Clone may, at its discretion, provide a refund equal to the price paid for the Clone in lieu of repair or replacement of the Clone. The foregoing is the only, sole and exclusive remedy under the terms of this warranty.

Exclusions

- ANY and ALL Labor or Installation charges.
- Incidental or consequential damages including, but not limited to, damage to or the cost of related parts, including engine and/or turbocharger damage, loss of income, travel expenses, loss of transportation, towing fees, rental vehicles, or diagnostics are NOT covered by this warranty.
- A Clone that is installed in vehicles that are raced or used off-road are NOT covered by this warranty.
- This warranty does not cover damage or failure arising directly or indirectly from improper installation (not in accordance with the original equipment manufacturers specifications) or related vehicle problems, misuse, maintenance, neglect, abuse, overheating, vandalism, abnormal operation, environmental conditions, accident or any damage which was apparent and not reported at the time of delivery.
- This warranty does not cover freight costs or similar damages.
- This warranty does not cover water damage of any kind.
- This warranty does not cover a “bricked” Clone or a Clone where the CPU no longer accepts programming for any reason under any circumstances.

General Limitations

1. This warranty is extended only to the original purchaser and is not transferable. You must be able to provide an original receipt or other proof that it was purchased in your name for the warranty claim to be considered. All Clone sales are tracked by a unique bar coded serial number for verification and logged against the PayPal account used to pay for the Clone.
2. Any repairs not authorized in writing by Clone will void the warranty.
3. Any attempt to open the Clone or tamper with the security seals will void the warranty.
4. We reserve the right to inspect the Clone to insure that all pertinent provisions of this warranty have been met prior to any replacement, repair, or refund.
5. THIS WARRANTY IS NULL AND VOID IF:
 - a. If the security seals are tampered with or removed on the Clone.
 - b. Failures are caused by non-covered components, improper installation, failure to clear computer codes, defective workmanship in the install, usage for which the part was not intended and/or improper maintenance.
 - c. The vehicle is used in a fleet, taxi, government, limo service or has been converted from private passenger use to commercial or fleet use or is used for racing or off-road purposes.
 - d. Product is installed or operated outside of the United States or Canada.
 - e. Failure is caused by or related to a collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, flood or any other Act of God.

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- f. Failure is caused by neglect, abuse, misuse, racing (whether on road or off-road), or modifications to the Clone.
 - g. There is evidence that the vehicle was continually operated after a failure occurred.
6. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.
7. Clone does not authorize any person to create for it any obligation or liability in connection with this warranty.
8. This warranty is extended only to the original purchaser and is not transferable.
9. There are NO returns on altered, disassembled, water damaged, or overheated Clone, or a Clone that fails due to a failure of the vehicles electrical system.
10. There are no warranties on overheated, burned, shorted, or overloaded Clone.
11. Clone does not guaranty that the Clone ECU will fix your vehicle (due to misdiagnosis) or that it is programmed and ready to install for your particular modifications. Your Clone ECU may need specific programming in order to meet US Emissions Standards. Clone does not provide this programming.

Advice

If technical or mechanical advice is offered or given in connection with the purchase it will be as an accommodation to the purchaser and without charge. The seller and/or supplier shall have no responsibilities or liabilities whatsoever for the content or use of such advice.

Jurisdiction, Venue, and Arbitration

All disputes and controversies of every kind and nature between Clone and Purchaser, arising out of or relating to this agreement, transaction or purchase, shall be settled by mandatory binding arbitration in Imperial, Jefferson County, Missouri, in accordance with Missouri arbitration law. The arbitrator shall be an arbitrator mutually agreeable to the parties, or if the parties cannot agree, an arbitrator appointed by the Court. Jurisdiction and venue for any and all disputes and controversies between the parties shall be in Imperial, Jefferson County, Missouri, and decided in accordance with the Missouri law. The prevailing party in any arbitration proceeding or Court matter shall be entitled to reimbursement for reasonable attorney's fees and costs, defined to include fees paid to arbitrators and expert witnesses.