

I. G. Inc. Service and Warranty Terms and Conditions

IDENTIFICATION: “I.G. Inc.” and “Instant-G” are the trade names of Instant Gratification, Inc., a Delaware Corporation, herein referred to as “I.G. Inc.” Instant Gratification Inc. is not affiliated with the University of Delaware in any way.

APPLICABILITY: These terms and conditions apply to any transaction with I.G. Inc. and its agents.

DEFINITIONS: The word “parts” herein refers to any individual piece, system or major component an automobile. For example, the term “parts” as used herein includes anything from individual nuts and bolts to major automobile components such as engines or transmissions.

The word “customer” referees to any person who purchases parts and services from I.G. Inc. or who discusses the purchase of parts and services with I.G. Inc.

LIMITED WARRANTY: I.G.Inc.s’ workmanship in assembling parts is warranted be free from defects for a period of six months or 6,000 miles, whichever comes first, from the date of delivery. Parts are warranted only to the extent provided by the manufacturer or third party supplier. Labor to replace defective parts is not covered under this warranty, nor are any incidental or consequential damages caused by the failure of those parts. Except as expressly set forth herein, all warranties including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose, are void and disclaimed.

This Limited Warranty covers only the cost of repairing or correcting defective workmanship performed by I.G. Inc. This Limited Warranty does not cover any other incidental or consequential cost or loss whatsoever arising from such defective work. The customer expressly waives and agrees to indemnify and hold I.G. Inc. harmless for any incidental or consequential damages, including but not limited to claims for personal injury, arising from defective workmanship.

All warranty work shall be performed at the I.G. Inc.’s principle place of business in New Castle County, Delaware. The customer shall bear the expense of transporting the item or automobile to be repaired to and from I.G. Inc.’s principle place of business.

Before the customer may seek any remedy against I.G. Inc. as set forth below in the paragraph entitled “Disputes,” I.G. Inc., shall have an opportunity to cure any defect in its workmanship or performance within 30 days after the defective item or automobile is delivered to I.G. Inc. with a written description of the defect complained of.

Used Parts

All used parts are furnished “as is.” No other warranty, express or implied, is given. Customer may inspect used parts prior to installation upon request.

The warranty on used engines is as follows:

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1) The engines are used. They have been checked out and found to be in good working order before shipment. This means reasonable leak down, no oil leaking problems, etc. They are NOT new engines.

2) If the engine is not acceptable the sole remedy is to return the engine at customer's expense for refund. If the engine is found to be damaged by installation, negligence abuse, customer is responsible for repair.

3) All engines are sold in good faith and, if so specified, have been run in and tested in a vehicle. Oil samples/photos/leak down figures may be requested by the customer in writing BEFORE shipment.

Engine Rebuilds

Rebuilt engines are warranted for six months or 6,000 miles, whichever comes first. Warranty is limited to failure caused by faulty workmanship or failure of a replaced part only.

Any failure due to misuse or failure caused by external parts or systems, such as fuel injection, oiling systems, etc. are specifically excluded from warranty coverage. Any failure due to overheating or lack of oil automatically voids the warranty. Fuel injection and ignition systems are specifically excluded from warranty.

Rebuild warranties include only internally lubricated parts. Only NEW parts replaced are covered. As it is not cost effective to replace all internal parts, only wear items and parts found to be out of manufacturer's wear specification will be replaced, unless specifically requested by the customer. Any failure caused by a part NOT replaced will not be covered under this warranty.

Types of Rebuilds:

- **911 Top End:** Includes replacement of head and valve cover gaskets and grinding of valves, replacement of oil-return and chain cover gaskets, intake gaskets, etc. Camshafts, rockers, valves, and other "hard parts" are replaced at buyers expense and are only warranted if replaced by new parts supplied by I. G. Inc. Head studs can be replaced at additional cost of parts AND labor.
- **Full Rebuild:** Includes replacement of rod, intermediate and main bearings as well as all engine gaskets. Also includes operations included in a top end rebuild. Pistons and cylinders may be replaced if shown to be out of manufacturer's specification, but will only be warranted if purchased NEW.

Break in period: In order to maintain the warranty, the vehicle must be returned to I.G. Inc. after 1000 mile break in period for an inspection and oil change. On 911 engines, valves must be readjusted at this time. On 944 models, cam and balance shaft belts must be retensioned at approximately 2000 miles. Failure to follow this procedure will void the warranty.

Estimates and Contingencies

Estimates include all major parts and labor reasonably foreseeable at the time of the estimate.

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Estimates do not include hidden damage, damage not discovered at the time of the estimate, contingencies (see below) or unforeseen increases in parts costs. Other reasonable expenses, such as for small parts, hardware, lubricants, sealants, etc. may not be included in the estimate however the customer will be responsible for these costs. Estimates may also not include other contingencies, such as additional costs incurred due to frozen, corroded, or rusted parts, (including but not limited to oil lines, exhaust studs, timing sensors, etc.) which may be damaged upon removal and which may require replacement. The customer will be expected to cover costs for these parts and associated labor as applicable.

Parts Prices

I.G. Inc. will match the delivered price for any part or, at our option, allow the customer to supply the part in question. The customer will be responsible for any additional costs involved in installing parts they supply, and no warranty will be given on customer supplied parts. This option may be valid only at AT TIME OF ESTIMATE and will not be available once work is begun. No warranty is given on customer supplied parts.

Shipping

All parts, engines, etc. are sold F.O.B. 373 West Chestnut Hill Road. Shipping risk is the responsibility of the customer. Unless specifically agreed, engines are shipped insured only to the extent that the carrier agrees to value for freight class 70, which is generally valued at \$0.25 per pound. Shipping charges are as agreed any may include crating fees. Customers may request insurance at agreed value but costs are to be borne entirely by the customer. Under no circumstance will the seller be held responsible for damages occurred during shipping. It is the responsibility of the buyer to request insurance for the total sum value of ANY item when submitting payment, otherwise the item will be shipped WITHOUT insurance. Insurance will be included for an additional charge.

Performance Claims

We make no claims, unless in writing, as to the performance of any upgrades. This includes claims of increased horsepower, braking, cooling, etc. Recommendations are based on experience and should be researched by the customer.

Extras

I.G. Inc. is a service-oriented company and its goal is complete customer satisfaction. From time-to-time I.G. Inc. may, solely at its option and as a gesture of good will, render extra services, supply extra parts, or give discounts not required either in its agreement with the customer or in these terms and conditions. Such extra services or gestures are rendered with all of I.G. Inc.'s rights reserved and shall not serve to create any obligation on the part of I. G. Inc. unless expressly stated in writing by I.G. Inc. The fair market value of any extra parts, labor, or discounts provided to a customer at no obligation on the part of I.G. Inc. shall nevertheless be credited against any claim asserted by the customer against I.G. Inc.

Time is NOT of the essence

I.G. Inc. is operated as a part time business and serves many customers. No completion time is agreed to unless specifically stated in writing by I.G. Inc. If the customer feels a project or work is not being performed in a timely manner, the sole and exclusive remedy available to the

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customer is to pay I.G. Inc. for the parts installed and work performed to date and to take business elsewhere. I.G. Inc. will not be liable for any damages, direct, indirect, or consequential, as a result of delays in completion or as a result of delays caused by repairs covered under warranty.

Storage Charges

Customer cars should be picked up promptly upon completion. If not picked up within seven (7) days storage charges of thirty dollars (\$30) per day will be accrued.

Deposits and Payment

Payment is due I.G. Inc. when the parts or service is supplied to the customer or the customer's automobile. After 30 days, interest on the unpaid balance shall accrue at the rate of 1.5% per month. In the event that I.G. Inc. retains the services of an attorney to collect sums due it, I.G. Inc. shall be entitled to collect reasonable attorney's fees incurred in addition to the other sums due. I.G. Inc. reserves its right to retain possession of parts and vehicles as security for payment for any sums due. Payment is to be in cash or cash equivalent. If payment is made by check, delivery may be delayed until funds have cleared the account. In general, a deposit in the full amount of parts and sublet (machine work, etc.) costs will be required before work is begun. In general, this deposit is non-refundable. The customer agrees in all cases to be responsible for cost of all parts and sublets performed per approved estimate. The customer's obligation to pay I.G. Inc. for parts delivered or work performed is unconditional. The customer may not withhold payment for parts delivered or work performed by I.G. Inc. on account of I.G. Inc.'s alleged failure to perform. The customer's sole remedy for any alleged failure by I.G. Inc. to perform its obligations are set forth in the paragraph below entitled "Disputes."

Racing and Track Use

No warranty whatsoever is given on parts or labor if the car is used on the track, whether for wheel to wheel racing or for driver's education. Customer shall indemnify and hold I.G. Inc. harmless for any and all property damage, death or serious injury resulting from use of supplied parts or vehicles. Racing is a dangerous sport. The owner or driver assumes all risks associated with the use of parts and vehicles supplied I.G. Inc. I.G. Inc makes no representations as to the safety or performance of its parts or services used except as expressly set forth in writing.

Advertising and World Wide Web

Customer consents to allow I.G. Inc. to publish photos and descriptions of work performed on the company's web site or in other advertising. The customer's identity will be withheld, and license plates will not be readable.

Disputes

All claims between I.G. Inc., and its customers seeking damages of under \$5,000.00 -- exclusive of interest, court costs and attorney's fees -- shall be filed in the Justice of the Peace Court of Delaware in and for New Castle County. All claims, including counterclaims, seeking \$5,000.00 or more in damages, and all claims or counterclaims seeking non-monetary relief, shall be submitted to arbitration according to the procedure outlined below and as set forth under the Delaware Uniform Arbitration Act. The arbitrators shall have jurisdiction to decide counterclaims seeking damages of less than \$5,000.00.

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A. All arbitration claims, disputes, questions and controversies (hereinafter "controversy"), not resolved by negotiation between the parties shall be submitted to and be determined by a panel of three arbitrators. Any such arbitration shall be conducted in Newark, Delaware. Either party may initiate the arbitration by giving written demand for arbitration to the other party by registered or certified mail setting forth the nature of the controversy, the amount involved, if any, the remedy sought, and the name of one arbitrator. The panel of three arbitrators shall be appointed as follows. The party initiating the arbitration shall appoint one Arbitrator and shall name him in the written demand for arbitration as aforesaid. Within twenty (20) days after said written demand, the other party shall appoint a second arbitrator by written notice to the initiating party by registered or certified mail. Within thirty (30) days after the appointment of the second arbitrator, the two Arbitrators so appointed shall appoint a third arbitrator by written notice by registered or certified mail to the two parties. If either party shall fail to appoint an arbitrator as above provided, or if the first two arbitrators shall fail to appoint the third arbitrator as above provided, then said arbitrator, upon written application of either shall be appointed by the Delaware Court of Chancery in and for New Castle County, Delaware.

B. The arbitration shall be conducted by the panel of three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, except as such rules may be modified for the purpose of the arbitration proceeding by action of a majority of the panel and by written notice by registered or certified mail to each party. The decision of the arbitrators shall be by majority vote, and the award of the arbitrators shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction with respect thereto. Except as otherwise provided in these terms and conditions, each party shall bear its own expenses in connection with the preparation and presentation of its case at the arbitration proceedings. Each party shall pay the fees and expenses of the arbitrator it has nominated. The fees and expenses of the third arbitrator and all other expenses of the arbitration (except those referred to in the preceding sentence) shall be borne equally by the parties to such arbitration.

C. This agreement to arbitrate and any award rendered pursuant thereto shall be enforceable under and pursuant to the laws of the State of Delaware. The parties hereby submit to the jurisdiction of the duly constituted courts of the State of Delaware for the purpose of enforcement of this agreement to arbitrate and any and all awards rendered pursuant thereto, provided that this sentence shall not limit in any way the right of any party hereto to bring an action or actions to enforce this agreement to arbitrate or any award rendered pursuant thereto in any other proper forum.

Revised 3/14/14

This Document must be signed before any work is performed.

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