



## TERMS AND CONDITIONS

This is an agreement between Today's Learning Connection, Inc., d/b/a Power Hungry Performance ("Power Hungry Performance") and the Customer whose name and vehicle information appear on the order form. All calibrations generated by Power Hungry Performance are supplied "as is" with no guarantee, either expressed or implied.

Custom calibrations, FICM reprogramming, ECM rollbacks, software, MDFs, Rev-X, Autoenginuity, shipping, and labor charges are non-refundable. Regarding injectors, we adhere to the manufacturer's policy that once they are installed, they may not be returned for a refund. ALL returns MUST be accompanied by a Return Merchandise Authorization form. The RMA can be found on the Sup-port page on our website. Please contact us to obtain an RMA number; this number MUST be writ-ten on the RMA form. **NO RETURNS WILL BE ACCEPTED WITHOUT AN AUTHORIZED RMA NUMBER. CUSTOMER IS RESPONSIBLE FOR SHIPPING BOTH WAYS ON ALL RETURNS.** Refunds over \$200 may be paid by check.

A 20% restocking fee will be charged for products that are not returned in brand-new, sellable condition.

No returns will be accepted after 20 days; product will be replaced/repaired only.

Hydra™ Chip customers will have access to our standard calibration library, which includes files that are not specific to their vehicle. It is the customers' responsibility to ensure that the calibrations selected are correct for their particular application. Power Hungry Performance and its distributors will not be responsible for any driveability problems or other issues which may arise from the use or misuse of calibrations. Driveability issues may include, but are not limited to, no-start concerns, PATS issues, loss of sub-system functionality, or possibly even ECM damage. If customers have any questions about proper calibrations selection, we suggest that you contact Power Hungry Performance or one of our dealers during normal business hours.

We will be happy to address driveability issues within 30 days of receipt of custom calibrations. This does not include changing calibrations to different power levels or modifying calibrations due to new modifications. After 30 days, there will be a charge of \$25/tune for stock or lightly modified trucks and \$50/tune for heavily modified trucks to cover the time to rewrite the calibration(s).

It is the responsibility of the Customer to ensure that the mechanical condition of the drivetrain be considered before any attempt to increase the performance output of the vehicle. The Customer accepts responsibility for assessing the mechanical condition of the vehicle prior to and during the use of any Power Hungry Performance product(s). Power Hungry Performance will not be responsible for any damage arising from the use or misuse of any performance product(s) or calibration(s).

Power Hungry Performance reserves the right to refuse, at its discretion, sales or service to any party.

BY ACCEPTING RECEIPT OF ANY POWER HUNGRY PERFORMANCE PRODUCT, YOU AGREE TO THE ABOVE NOTICE. YOU ALSO AGREE NOT TO HOLD POWER HUNGRY PERFORMANCE, ITS AGENTS, OR DISTRIBUTORS FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT WITHOUT LIMITATION TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF OR INABILITY TO USE THE PRODUCT(S) OR VEHICLE.