

Hold Harmless and Indemnification Agreement:

This Hold Harmless and Indemnification Agreement is entered into by and between Metalcraft & Mechanical Service and our customers.

1 PRODUCT DISCRIPTION

Metalcraft & Mechanical Service has fabricated and balanced a driveshaft for use in a motor vehicle or mechanical application.

2 ASSUMPTION OF RISK

Customer acknowledges that the product is a mechanical component subject to extreme stress, torque, vibration, and rotational forces, and that proper installation, use, modification, maintenance or application of the product may result in property damage, personal injury, or death.

Customer assumes all risk associated with the installation, use, operation, and maintenance of the product.

3 HOLD HARMLESS AND INDEMNIFICATION

Customer agrees to defend, Indemnify, and hold harmless Metalcraft & Mechanical Service, it's owners, employees, agents, and affiliates from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

"Installation or removal of the product"

"Use or misuse of the product"

"Modification or alteration of the product by any party"

"Use of the product in racing, off road, high performance applications"

"Failure to follow manufacturer's instructions or specifications"

Except to the extent such claims or cause by Metalcraft & Mechanical's gross negligence or willful misconduct.

4 NO WARRENTY FOR IMPROPER USE

Metalcraft & Mechanical makes no warranty, express or implied, regarding the product when used outside it's intended application, including but not limited to racing, competition, or modified vehicles unless explicitly agreed in writing.

5 LIMITATION OF LIABILITY

In no event shall Metalcraft & Mechanical be liable for indirect, incidental, consequential, or special damages, including loss of use, loss of profits, or vehicle damage, even if Metalcraft & Mechanical has been advised of the possibility of such damage.

6 GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

7 ENTIRE AGREEMENT

This agreement represents the entire understanding between the parties regarding liability related to the product.

CUSTOMER ACKNOWLEDGMENT

By signing below, Customer confirms they have read, understood, and voluntarily agreed to the Hold Harmless and Indemnification Agreement.

Customers Signature:

Printed Name:

Date:

Manufacturer Representative:

Date: