

ACKNOWLEDGMENT OF WARRANTY SATISFACTION

(“Acknowledgment”)



CHOATE
ENGINEERING PERFORMANCE

Buyers Name:	Buyers Phone number:
Vehicles Year Make and Model:	Date of Purchase of Engine with Diesel Doctors Invoice #
Install Date:	Odometer Reading (MI):
Vehicles License Plate #	State:
Vehicles VIN #	Date of Acknowledgment:

Buyer herein acknowledges that Buyer has requested fulfillment of the warranty policy offered by Choate. As of the date of the execution of this Acknowledgment, Choate has completely fulfilled any and all obligations and promises under the warranty policy offered. Buyer is completely satisfied with the work of Choate and the warranty policy coverage that Choate has provided.

Upon execution of this Acknowledgment, Buyer hereby releases and forever discharges, on behalf of Buyer, Buyer's heirs, agents and legal representatives, Choate and each of their respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents, affiliates and related entities from any and all known or unknown claims, demands and causes of action of any sort and all damages including personal injury, in equity or contract, which Buyer, now or hereafter can, shall or may have relating to or assertable in connection with the Vehicle, warranty policies, and/or transactions with Choate (“Released Matters”).

Buyer represents and warrants that Buyer has not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released Matters herein to any person or entity, and that Buyer is not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released Matters covered by this Acknowledgment. Buyer further affirms that he/she is fully capable of executing this Acknowledgment and understands its contents and further. Buyer covenants, represents and

warrants he/she is of legal age, is under no disability and has the mental capacity to legally bind themselves and enter into this Acknowledgment.

Buyer warrants and represents that: (a) he/she has not made or suffered to be made and will not make any assignment or transfer of any right, claim, demand, cause of action, debt, lien, contract, agreement, promise, representation, tort, damage, costs, attorneys' fees, monies due on accounts, obligation, judgment or liability covered by this Acknowledgment; (b) that there are no liens, claims for liens or assignments in law or equity of or against the foregoing, including any worker's compensation, medical or attorneys' claims or liens; (c) that they are the sole and absolute legal and equitable owner of all thereof; and (d) warrants to indemnify and hold Choate harmless from the claims of any third parties, including all liens, (medical or otherwise) who may attempt to assert claims regarding this matter. The foregoing warranties or representations are consideration for this Acknowledgment.

Buyer warrants and represents that he/she relied upon his/her own judgment regarding the proper, sufficient and agreed upon consideration for the terms and provisions of this Acknowledgment and that no statements or representations, implied or expressed, made by Choate or its agents, employees, officers, directors or legal representatives have influenced or induced them to execute this Acknowledgment. Buyer assumes the risk of any mistake of fact and/or facts which are unknown to them relating in any way to this Acknowledgment.

Buyer expressly waives and assumes the risk of any and all claims for damages which exist of this date, but of which Buyer does now know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Buyer's decision to enter into this Acknowledgment.

This Acknowledgment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing. This Acknowledgment shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity or incompleteness shall not be interpreted, construed or applied against any Party of the ground that such Party or its attorney prepared it.

Should any clause, sentence, paragraph or other part of this Acknowledgment be finally adjudged by any court of competent jurisdiction to be illegal, unconstitutional, invalid or in any way unenforceable by any rule of law or public policy, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Acknowledgment, but shall affect only the clause, sentence, paragraph or other parts so adjudged. The remainder of the Acknowledgment shall remain in full force and effect consistent with the purpose and spirit of this Acknowledgment.

The terms of this Acknowledgment are material to Choate's fulfillment of the warranty policy offered by Choate. Unless prohibited by law or applicable ethical rules, Buyer shall not disclose the terms of this Acknowledgment, the existence of this Acknowledgment, the subject matter, and the underlying facts and/or legal arguments of the Released Matters ("Confidential Information") unless required by court order or subpoena. Buyer shall not respond to media requests or disclose fictional accounts based upon Confidential Information.

Buyer shall make no further action, statement, characterization, or implication regarding Choate that may in any manner be interpreted as disparaging to Choate or the reputation of Choate. Any violation of the Acknowledgment is a material breach, entitling the Choate to actual damages and injunctive relief, including but not limited to return of all consideration paid by Choate and damages to Choate's goodwill.

The Parties have read this Acknowledgment carefully and are fully informed of the content and meaning of this Acknowledgment. Buyer is executing this Acknowledgment voluntarily and not under duress of any kind.

This Acknowledgment shall be construed and interpreted in accordance with, and governed by, the laws of the State of Tennessee.

Date: _____ Signature _____ of
Buyer: _____