CUSTOMER-SUPPLIED PARTS LIABILITY STATEMENT & INDEMNIFICATION AGREEMENT

NOTICE: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND ALLOCATES LIABILITY. READ IT CAREFULLY BEFORE AUTHORIZING SERVICE.

This Customer-Supplied Parts Liability Statement, Risk Allocation, and Indemnification Agreement ("Agreement") is issued by **QH Auto Service** ("QH") and applies to any customer ("Customer") requesting installation of customer-supplied parts in Michigan, including Wayne County (Detroit) and Washtenaw County (Ann Arbor).

1. CUSTOMER-SUPPLIED PARTS — LIABILITY ACKNOWLEDGMENT

CUSTOMER HAS REQUESTED INSTALLATION OF PARTS NOT SUPPLIED BY QH AUTO SERVICE ("CUSTOMER-SUPPLIED PARTS").

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER AND/OR THE PARTS MANUFACTURER ARE RESPONSIBLE FOR RISKS AND ISSUES ARISING FROM THE CONDITION, QUALITY, FITMENT, COMPATIBILITY, OR FAILURE OF CUSTOMER-SUPPLIED PARTS. THIS SECTION DOES NOT RELEASE QH FROM LIABILITY FOR QH'S OWN NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER LIABILITY THAT CANNOT LEGALLY BE WAIVED.

2. DISCLAIMER OF WARRANTIES — MCL 440.2316

TO THE MAXIMUM EXTENT PERMITTED BY MICHIGAN LAW, INCLUDING MCL 440.2316, QH MAKES NO WARRANTIES REGARDING CUSTOMER-SUPPLIED PARTS. QH DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED.

NO STATEMENT OR ACTION BY QH CREATES A WARRANTY ON CUSTOMER-SUPPLIED PARTS. NOTHING IN THIS SECTION LIMITS A WARRANTY OR RIGHT THAT CANNOT LEGALLY BE DISCLAIMED.

3. LIMITATION OF LIABILITY — INSTALLATION LABOR

QH'S RESPONSIBILITY FOR CUSTOMER-SUPPLIED PARTS IS LIMITED TO THE INSTALLATION LABOR QH AGREES TO PERFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, QH IS NOT RESPONSIBLE FOR DAMAGE, FAILURE, OR LOSS caused by customer-supplied parts, including:

- DEFECTIVE OR SUBSTANDARD PARTS;
- IMPROPER FITMENT OR INCOMPATIBILITY;
- PREMATURE FAILURE OR MALFUNCTION; OR
- DAMAGE TO RELATED VEHICLE SYSTEMS.

THIS SECTION DOES NOT EXCUSE QH FROM RESPONSIBILITY FOR DAMAGE CAUSED BY QH'S OWN NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER CONDUCT FOR WHICH LIABILITY CANNOT LEGALLY BE LIMITED.

4. CUSTOMER ASSUMPTION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACCEPTS THE RISKS ASSOCIATED WITH CUSTOMER-SUPPLIED PARTS, INCLUDING THE RISK OF:

- VEHICLE DAMAGE;
- MECHANICAL FAILURE;
- PROPERTY DAMAGE; AND
- PERSONAL INJURY.

CUSTOMER UNDERSTANDS THAT NON-OEM OR THIRD-PARTY PARTS MAY INCREASE THE RISK OF FAILURE. THIS SECTION DOES NOT TRANSFER TO CUSTOMER LIABILITY THAT THE LAW DOES NOT PERMIT CUSTOMER TO ASSUME.

5. INDEMNIFICATION AND DEFENSE

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS QH AUTO SERVICE AND ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS FROM THIRD-PARTY CLAIMS, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, TO THE EXTENT ARISING OUT OF CUSTOMER-SUPPLIED PARTS or Customer's breach of this Agreement.

THIS SECTION DOES NOT REQUIRE CUSTOMER TO INDEMNIFY QH FOR CLAIMS TO THE EXTENT CAUSED BY QH'S NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER CONDUCT FOR WHICH INDEMNIFICATION CANNOT LEGALLY BE REQUIRED.

6. LIMITATION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, QH WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER-SUPPLIED PARTS, INCLUDING:

- LOSS OF USE OF THE VEHICLE;
- LOSS OF INCOME OR BUSINESS;
- TOWING, STORAGE, OR RENTAL EXPENSES; OR
- ADDITIONAL REPAIR COSTS.

THIS SECTION DOES NOT LIMIT LIABILITY THAT CANNOT LEGALLY BE LIMITED.

7. ADDITIONAL LABOR CHARGES — MCL 257.1301 ET SEQ.

CUSTOMER AGREES TO PAY FOR ADDITIONAL LABOR CUSTOMER AUTHORIZES that is reasonably required because of customer-supplied parts, including diagnostics, modification, removal, or reinstallation. QH will obtain Customer's authorization for additional work and charges as required by the Michigan Motor Vehicle Service and Repair Act, MCL 257.1301 et seq., and other applicable law.

8. RIGHT TO REFUSE INSTALLATION; AIR FILTER ASSESSMENT

QH RESERVES THE RIGHT TO REFUSE INSTALLATION OF CUSTOMER-SUPPLIED PARTS THAT QH REASONABLY DEEMS UNSAFE, DEFECTIVE, OR INCOMPATIBLE WITH THE VEHICLE.

AIR FILTER REPLACEMENTS ARE SUBJECT TO TECHNICIAN ASSESSMENT AT THE TIME OF SERVICE. QH RESERVES THE RIGHT TO REFUSE INSTALLATION OF ENGINE OR CABIN AIR FILTERS IF THE FILTER HOUSING IS EXCEPTIONALLY DIFFICULT TO ACCESS, THE INSTALLATION REQUIRES EXTENSIVE DISASSEMBLY OF INTERIOR OR ENGINE COMPONENTS, OR THE WORK POSES A RISK OF DAMAGE TO THE VEHICLE. QH WILL EXPLAIN the reason for declining the installation. Any charges for work not performed will be handled as required by applicable law and any applicable written agreement.

9. GOVERNING LAW AND VENUE

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, EXCEPT WHERE ANOTHER LAW MUST APPLY. ANY LEGAL ACTION MUST BE BROUGHT IN A COURT WITH JURISDICTION AND VENUE UNDER APPLICABLE LAW. WHERE PERMITTED BY LAW, THE PARTIES AGREE THAT A PROPER VENUE MAY INCLUDE WAYNE COUNTY OR WASHTENAW COUNTY, MICHIGAN.

10. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT IS FOUND UNENFORCEABLE, THAT PROVISION WILL BE LIMITED OR SEVERED ONLY TO THE EXTENT NECESSARY, AND THE REMAINING PROVISIONS WILL REMAIN IN EFFECT TO THE EXTENT PERMITTED BY LAW.

11. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND QH REGARDING CUSTOMER-SUPPLIED PARTS AND THE MATTERS ADDRESSED HEREIN. IT DOES NOT REPLACE OR OVERRIDE ANY SERVICE AUTHORIZATION, ESTIMATE, WARRANTY, OR LEGAL RIGHT THAT CANNOT BE WAIVED. ANY CHANGE TO THIS AGREEMENT MUST BE IN WRITING AND AGREED TO BY BOTH PARTIES.

12. CUSTOMER ACKNOWLEDGMENT

BY SIGNING OR OTHERWISE AUTHORIZING THE APPLICABLE SERVICE, CUSTOMER ACKNOWLEDGES THAT:

- CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT;

- CUSTOMER UNDERSTANDS THE LIABILITY ALLOCATION DESCRIBED HEREIN, SUBJECT TO THE LIMITATIONS STATED IN THIS AGREEMENT; AND
- CUSTOMER IS PROCEEDING VOLUNTARILY.

CUSTOMER NAME: [Customer Name]
VEHICLE YEAR / MAKE / MODEL: [Vehicle Information]
CUSTOMER SIGNATURE: [Signature]
DATE: [Date]

QH AUTO SERVICE REPRESENTATIVE: [Name]
SIGNATURE: [Signature]
DATE: [Date]