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Issues?

Wells Vehicle Electronics has support representatives ready to assist with any questions, problems or concerns related to the GoTech device or its smartphone/tablet app.

1-855-207-5630 (Monday - Friday, 8AM - 5PM CST)
GoTech@WellsVE.com

GOTECH TERMS OF USE, LIMITED WARRANTY AND PRIVACY STATEMENT

I. Terms & Conditions of Use.

These are the terms and conditions of using the GoTech™ diagnostic device and mobile application (“GoTech™”). GoTech and the “O” logo are trademarks of United Components, Inc. and are used by permission. In these terms and conditions, Wells Manufacturing L.P is referred to as “Wells” “we” or “us” while you are a “User” or simply “you”. The GoTech™ diagnostic device and mobile app is a system which helps you to assess what’s wrong with your vehicle when malfunction indicator lights turn on in your dashboard. When you use GoTech™ you agree to the following:

A) Permitted Use. GoTech™ is intended to access and interpret diagnostic trouble codes from your vehicle’s OBD port. You agree to use GoTech™ as intended and solely for your personal use in your personal vehicles.

B) Restriction on Use. You must not reverse engineer, decompile or otherwise alter GoTech™ in any manner. GoTech™ is not intended or authorized for use as a professional diagnostic tool and you must not time-share, lease or otherwise commercialize GoTech™ in any manner. Wells reserves the right, without notice or compensation, to limit the number of vehicles you register with GoTech™. You must not remove or alter the GoTech™ or the “O” trademarks or co-brand any services that you offer to the public with GoTech™. You agree to refrain from using GoTech™ in any way which violates local, state or federal law.

C) Terms of Use. You are responsible for your own safety and the safety of others. When conducting repairs on your vehicle, you agree to take all necessary precautions to ensure your personal safety, the safety of others and to prevent property damage. You agree to read, follow and rely on your owner’s manual and any instructions accompanying



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your replacement parts. Please seek professional advice if you have any questions about any repair procedure that you are about to embark on. ALWAYS OBEY THE LAW. NEVER USE YOUR SMART PHONE WHILE OPERATING YOUR VEHICLE.

D) Modification of Functionality. Wells reserves the right to modify, enhance or reduce functionality of the GoTech™ in its sole discretion and without prior notice.

E) Modification of Terms. Wells reserves the right to modify these Terms and Conditions in its sole discretion by publishing revised such revisions.

F) Third-Party Software. The GoTech™ mobile application may incorporate third-party software, the terms of which are in addition to these terms. See www.GoTechDiagnostics.com/legal.

G) Ownership of the Website and Restrictions. Except where specified, the GoTech™ website and all written material, databases, code and images found on this website (collectively, “Content”) is the property of Wells Manufacturing L.P, its content suppliers or applicable licensors. All Content is protected by United States Federal Copyright and Trademark laws, with all rights reserved. Users of this site may use the Content and software on this site solely as an information resource. Any other use, including without limitation, the reproduction, modification, distribution, transmission, re-publication, display, or performance of the Content on this site is prohibited. Users are further strictly prohibited from utilizing framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, or Content without receiving prior written permission from Wells Manufacturing L.P, which may withhold, condition or delay such permission in its sole and exclusive discretion. Nothing contained herein shall be deemed to confer by implication, estoppel or otherwise, any license in any patent, copyright, trademark or other intellectual property of Wells Manufacturing L.P, its content suppliers or licensors except to use the Website as an information resource as permitted herein.

H) Prohibited Malicious Activity. Users are prohibited from, without limitation: i) employing any and all techniques to avoid, bypass, test, or breach website security measures to gain access to data, code or Content sources; ii) “spam” others or “phish” for, collect or store personal information about others; iii) using the site in any way that is intended to threaten, defame, abuse, stalk, harass or violate the rights of any other person-including, without limitation, their rights of privacy; or iv) damaging or impairing the operation of the website, including without limitation, damaging or impairing the hardware that supports and hosts the website, its software or its Content (collectively, “Security Violations”). Wells Manufacturing L.P. will investigate and report any actual Security Violations to law enforcement authorities and will fully cooperate with law enforcement authorities to prosecute such acts.

I) Disclosure statement pursuant to California transparency in supply chains act of 2010. Wells Manufacturing L.P. supports the right of all individuals to be free from slavery in the workplace. Wells Manufacturing L.P. abhors the practice of human trafficking and slavery and applauds efforts being made globally to eliminate this practice. Wells Manufacturing L.P. includes in its contracts with suppliers a requirement that they comply with all laws applicable to the business being transacted.

II. Limited Warranty

A) Limited Warranty. Subject to the limitations set forth below, Wells warrants to the original consumer purchaser that the GoTech™ diagnostic device will be new and not refurbished, if sold to you by a retailer in its original, unopened packaging and not otherwise designated by the retailer as “refurbished” or “returned”. Wells further warrants to the original consumer purchaser that for one (1) year from purchase, the GoTech™ diagnostic device will be of good construction without defect in design or workmanship. To initiate a warranty claim, contact Wells Customer Service at: **1-800-558-9770**. Wells requires your full cooperation with its claims handling procedures, including a requirement that you provide your proof of purchase, verification that you are the original

consumer purchaser and other documentation in order to process any warranty claim. When making a warranty claim, you agree to fully cooperate with the Wells claims procedures, including, without limitation, the requirements that you submit your GoTech™ diagnostic device to Wells (at Wells’ sole cost and expense) for Wells’ evaluation and inspection. If you submit a valid warranty claim, Wells will, in its sole discretion either: i) repair your non-conforming GoTech™ diagnostic device at no charge so that it is conforming; ii) replace your non-conforming GoTech™ diagnostic device with a conforming device at no charge or iii) refund your purchase price, net of rebates or other pricing promotions which you may have received.

B) Acts of Termination/What This Warranty Does Not Cover/Limitations. Wells offers its warranty to the original consumer purchaser of the GoTech™ diagnostic device. The warranty terminates the earlier of the date the original consumer purchaser sells the GoTech™ diagnostic device or one (1) year. The warranty provided by Wells does not cover: i) damage of the GoTech™ diagnostic device due to casualty, misuse or acts of God, however incurred or ii) any use of GoTech except as permitted. Wells makes no warranties that GoTech™ mobile application will be error-free and thus any output is provided to you in an AS-IS, AS AVAILABLE and WITH ALL-FAULTS basis. Wells does not warrant that access to the GoTech™ mobile application will be available or un-interrupted.

C) How State Law Applies. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state-to-state.

D) Limitation of Liability. YOU AGREE THAT WELLS’ TOTAL LIABILITY TO YOU WILL BE LIMITED TO THE LESSER OF YOUR ACTUAL DAMAGES OR THE PRICE YOU PAID FOR THE GOTECH DIAGNOSTIC DEVICE. WELLS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WELLS