

Lift Kit Gamma Test Program Waiver/Agreement 2/17/09

Introduction: Charles Meglio LLC, the manufacturer of Metalnerd® Brand aftermarket automotive tools and components, has developed a lift kit for MK-IV chassis ONLY; Golf from mid 1999 to 2006 (not Rabbit), Jetta from mid 1999-mid 2005, New Beetle® from model year 1998 to 2009. The purpose of a lift kit is to increase the body height of the vehicle and minimize the risk of oil pan/engine damage from road hazards. Numerous reports of oil pan damage have been associated with the stock chassis when driven over frost heaves and other pavement defects. **The lift kits are not compatible with vehicles with Electronic Stability Program (ESP) systems.** Charles Meglio LLC, the manufacturer of these specialty components, is not affiliated with or endorsed by Volkswagen® of America, Volkswagen® AG. Golf®, Jetta®, Passat®, New Beetle®, and VW® are registered trademarks of Volkswagen® of America or Volkswagen® AG. In all cases, the use of these words is for descriptive purposes only.

Nondisclosure: The shape and function of the lift kit components are proprietary to Charles Meglio LLC and its affiliates. Under no circumstances, shall this intellectual property be photographed, posted on the internet or otherwise published or disclosed to others. No participants of the Gamma test program may copy, modify, replicate or manufacture the components of the lift kit. All negative performance feedback is confidential and is to be shared only with the Installer and Charles Meglio LLC [(412) 601-4271 or charlesmeglio@comcast.net]

Test Program: Charles Meglio LLC has manufactured a number of lift kits for Gamma test purposes. These kit components are offered to participating Vehicle Owners before mass manufacture, in exchange for alignment and performance data. Charles Meglio LLC, reserves the right to recall the kit components in the event of quality or performance problems. The Vehicle Owner must comply with the recall and return the components to Charles Meglio LLC within 30 calendar days of written or verbal notification. The Vehicle Owner shall bear all costs of un-installation in the event of a recall. The Vehicle Owner must maintain contact with Charles Meglio LLC and the Installer by keeping phone number and address information current via direct notification of changes. Phone (412) 601-4271 and fax (724) 850-9116.

Considerations for the Vehicle Owner: The use of the lift kit components may void your vehicle warranty. **The lift kits are not compatible with vehicles with Electronic Stability Program (ESP) systems.** The use of the lift kit will raise the center of gravity of the vehicle and therefore may affect handling. Failure of the lift kit components or the associated factory components may result in vehicle instability and/or control problems with the vehicle. Charles Meglio LLC does not warrant the lift kit components for performance, safety or fitness for use. The Vehicle Owner assumes all risk associated with the use of this product. The lift kit raises the body above the hub/axle plane. The lift kit does not raise the hub/axle plane itself. The lift kit does not increase the rear axle-beam-to-ground clearance appreciably; the body is raised above the axle beam.

Installation/Warranty Considerations: On 2" lift kit versions, the rear shock extension requires the drilling of one hole for an M8 bolt (11/32" diameter or 8.5 mm) for each rear shock (2 holes total). The 1" kit does not require rear shock extension. The lift kit will contain basic kit component installation instructions. Technicians familiar with VW® suspensions should have no trouble utilizing the instructions provided. The kit will not come with all the necessary special tools (Spring compressor, strut clamp spreader) for kit installation. The instructions will not contain instructions or the safety precautions necessary when working with spring compressors, floor jacks, and other potentially dangerous tools and/or service operations.

- a. Struts/shocks that have performed well with these kits are Bilstein T/C (black paint) and KYB GR-2. Other brands that have 22 mm diameter FRONT strut piston shafts

like original VW® should also work. Struts with large diameter pistons such as Bilstein HD and SP models (yellow paint) are NOT compatible with the front lift spacers of this lift kit. Rear shocks are not affected.

- b. **Jetta Wagons** require the use of VW® original rear shocks because aftermarket shocks are not made specifically for the wagons and lift kit compatibility issues will result.
- c. Owners of cars with 75,000 or more miles on their front strut bushings and strut bearings are strongly encouraged to renew these items with OEM quality replacement strut bushings and strut bearings during kit install.
- d. When the shocks/struts are replaced, the Vehicle Owner must install new front strut lower clamp bolts and new rear shock upper mount bolts (supplied in kit). The lift kits include a set of new fasteners that is typically replaced during strut and shock replacement. Fasteners beyond those described below are the responsibility of the Vehicle Owner. The 1” kits will also be supplied with the required lower shock nuts/bolts. The 2” lift kits shall include the special Metalnerd brand bolts needed for the lower strut mount and mount modification. See Table Below.

VW® Fastener P/Ns to be provided with the kit.	Quantity Supplied	1” Applications	2” Applications
Front Strut Clamp Bolt	2	N-102-078-03	N-102-078-03
Front Strut Clamp Nut	2	N-101-064-02	N-101-064-02
Upper Rear Shock Bolts	4	N-906-484-01	N-906-484-01
Lower Rear Shock Bolt	2	N-905-173-02	Note 1
Lower Rear Shock Nut	2	N-102-861-02	Note 1

Note 1: On 2” applications, the Metalnerd® shock extensions are supplied in the kit and come with special fasteners for lower rear shock attachment.

Risk Minimization: To minimize the risk to the Vehicle Owner, Charles Meglio LLC requires the following of the Vehicle Owner and the Installer.

- 1) The lift kit shall be installed by a technician who is experienced with VW® suspensions.
- 2) The lift kit components shall be installed with new struts and shocks if the existing shocks/struts have been used for more than 10,000 miles.
- 3) **The vehicle must receive a complete 4-wheel alignment immediately after the installation of the lift kit and LEGIBLE alignment data and Installation Record must be mailed to Charles Meglio, LLC or a \$100 deposit will be forfeited.** After the kit is installed, certain factory alignment specifications may not be attainable (e.g. front caster for 2 inch kits). In such cases, the alignment shop should set the alignment as close to factory settings as possible. **The REAR wheels are NOT adjustable but the purpose of the 4 wheel alignment is to reveal any damage** that may be present in the rear axle. The alignment shop should inspect the rear wheel alignment values to look for prior damage. The printout from the alignment shop should be marked with the Vehicle Owner’s name and postal mailed to Charles Meglio LLC (113 Crest View Drive, Suite B, Greensburg, PA, USA 15601)
- 4) The Vehicle Owner (or installation technician) must visually inspect the lift kit components and associated suspension parts, tires, etc. every 1000 miles for the first 5,000 miles. After 5,000 miles, the Vehicle Owner (or installer) should perform the inspection at every oil change or 10,000 miles (whichever is more frequent). The front lift kit components shall be greased upon installation and once annually thereafter to preserve system integrity.

- 5) The Vehicle Owner shall not use the test vehicle for school, daycare or other transportation of people of a commercial nature.
- 6) The lift kit components, whether on or off of the test vehicle, must not be sold or transferred to a third party without the third party's written approval of this same agreement. All unused kits must be sold back to Charles Meglio, LLC at purchase price.

WARRANTY DISCLAIMER: THE LIFT KITS AND/OR OTHER PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION OR DURABILITY ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

LIMITATION OF LIABILITY: IN NO EVENT SHALL CHARLES MEGLIO LLC, OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS AND/OR ASSIGNS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR EQUIVALENTS THEREOF NO MATTER HOW CLAIMED, COMPUTED OR CHARACTERIZED, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, CHARLES MEGLIO LLC PROVIDING LIFT KITS AND/OR OTHER PRODUCTS PURSUANT TO THIS AGREEMENT, OR OTHERWISE, REGARDLESS OF WHETHER ANY SUCH LIABILITY SHALL BE CLAIMED IN CONTRACT, WARRANTY, EQUITY, TORT (INCLUDING NEGLIGENCE AND STRICT TORT LIABILITY) OR OTHERWISE.

Indemnification: The undersigned Vehicle Owner hereby agrees to indemnify, defend and hold harmless Charles Meglio LLC, and its members, managers, officers, employees, agents, affiliates, successors and assigns from and against any and all claims, demands, actions, causes of action, damages, liabilities, judgments and costs and expenses, including attorneys' fees, attributable to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability to any person or persons, or to injury to or destruction of tangible property, including but not limited to loss of use thereof, which may directly or indirectly result from or arise out of (i) the installation, use, operation, maintenance, or misuse of the lift kits and/or other products provided pursuant to this Agreement; or (ii) the failure to comply with the inspection requirements and/or other "risk minimization" requirements set forth in this Agreement; or (iii) any other breach of this Agreement by the undersigned Vehicle Owner.

KNOWLEDGE AND ASSUMPTION OF RISK: The installation, use and operation of the lift kits and/or other products provided pursuant to this Agreement has not been tested in long term tests nor approved by any agency, association or other organization, and has inherent risks, dangers and hazards, known and unknown. You, the undersigned Vehicle Owner, understand that the installation, use and operation of the lift kits and/or other products provided pursuant to this Agreement may result in injury or illness to you or others, including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Furthermore, you, the undersigned Vehicle Owner, hereby assume all risks, dangers and hazards and all responsibility for any and all injury (including without limitation death) and/or damages to you, your property and/or any other person and/or their property that may arise in connection with the installation, use and/or operation of the lift kits and/or other products provided pursuant to this Agreement.

LEGAL NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU, THE UNDERSIGNED VEHICLE OWNER, SHOULD READ IT CAREFULLY AND REVIEW IT WITH ANY LAWYER OR OTHER ADVISOR OF YOUR CHOICE BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT YOU, THE UNDERSIGNED VEHICLE OWNER, KNOWINGLY AND VOLUNTARILY WAIVE LEGAL RIGHTS THAT YOU HAVE BY LAW AND CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Approvals: With the intent to be legally bound, I agree to the terms and limitations set forth in the above agreement.

Vehicle Owner's Name (print)

Vehicle Owner's Signature

Approval Date

Lift Kit Request Form 1/7/06

Vehicle Owner's Name (print)

Vehicle Owner's Address: _____

Phone Number _____ E-mail _____

_____/_____/_____/_____
Model / Body Style / Year / Engine VIN Number

Installer's Name (print)

Installer's Address _____

Installer's Phone Number _____ E-mail _____

I would like to purchase the following Gamma Test Lift Kit

USA Customers: Includes Postal Priority shipment within the 50 States of USA

- Circle one: 1 inch (\$150 + \$100 Alignment Deposit* = \$250)
 2 inch (\$200 + \$100 Alignment Deposit* = \$300)

Canadian Customers: Includes Airmail Parcel Post

- Circle one: 1 inch (\$161 USD + \$100 Alignment Deposit* = \$261)
 2 inch (\$213 USD + \$100 Alignment Deposit* = \$313)

*\$100 "Alignment Deposit" shall be refunded in US\$ after LEGIBLE 4 Wheel Alignment data AND installation record is returned to Charles Meglio LLC. 2-Wheel data is not enough. Poor printouts are not enough. Unlabeled data is not enough. Ask alignment shop for a sample of their printer quality before scheduling an appointment.

Canadian Refund Method: Canadian and other non-USA customers have a choice in refund method. USA customers will be refunded, when eligible, by US Postal money order.

Export Customers Circle one:

- \$100 USD as US Postal Money Order mailed the Vehicle Owner
 \$100 USD Transfer using PalPal

PayPal Address _____

If not in stock, allow 5-7 weeks for manufacturing and delivery. We can advise availability before placing your order.

How to place your order:

Applicant should print pages 1 through 5, carefully review, sign and fill in all blanks above this line using ink and mail using US Postal or Canadian Post to:

Charles Meglio LLC 113 Crest View Drive, Suite B
Greensburg, PA 15601

Credit Card Orders:

- 1) Print out and complete pages 1 through 5 of this form
- 2) Order your kit at www.metalnerd.com under “custom accessories” or by phone (412) 601-4270
- 3) Mail your completed form to the address above

Exports to other countries should e-mail, fax or phone for a specific quote for shipping charges. charlesmeglio@comcast.net fax (724) 850-9116
order line (412) 601-4270

OFFICE USE ONLY:

Lift Kit Model Number – Serial Number _____-

Gamma Test Lift Kit
SAMPLE Installation Record (this page only)
(The actual form will arrive with your kit)

Lift Kit Model Number – Serial Number
_____ - _____

Vehicle Owner's Name (Print) _____

VIN Number _____

Odometer At Install _____

Model / Body Style / Year / Engine
_____/_____/_____/_____

Installer's Name (Print) _____ Installation Date

Brand and Model of Shocks/Struts:
Front Brand _____ Model _____
Rear Brand _____ Model _____

If original VW Factory or replacement VW brand, mark "OE" for Original Equipment

Are Shocks/Struts New With Installation Yes/No

If No: Age of Shocks/Struts _____ miles (10,000 mile maximum at installation)

Complete 4-wheel alignment is required after installation.
To avoid forfeit of your \$100 deposit, send this form along with LEGIBLE alignment data, via postal mail to:

Charles Meglio LLC
113 Crest View Drive, Suite B
Greensburg, PA 15601