

KAWASAKI LIMITED NINETY (90) DAY WARRANTY FOR NEW KAWASAKI PARTS AND ACCESSORIES

Kawasaki Motors Corp., U.S.A., (hereinafter "Kawasaki") warrants for a period of ninety (90) days from the date of initial retail purchase from an authorized Kawasaki dealer that each new part or accessory shall be free, under normal use and maintenance, from any defect in material and workmanship subject to the following exclusions, obligations and limitations:

1. **EXCLUSIONS.** The following are specifically excluded from the terms and provisions of this warranty:
 - (a) Any Kawasaki part or accessory installed or used on a KR or KX designated model Kawasaki motorcycle.
 - (b) Any Kawasaki part or accessory used on a Kawasaki product engaged in competitive racing or related use, and rental or any other commercial use.
 - (c) Any Kawasaki part installed or used on another manufacturer's product.
 - (d) Any Kawasaki accessory modified for use on another manufacturer's product.

2. **COVERAGE.** Any material or workmanship found defective within the ninety (90) day warranty term shall be remedied as follows:
 - (a) A Kawasaki part or accessory sold and installed by a Kawasaki authorized dealer, which is found defective in material or workmanship within the ninety (90) day warranty term, shall be repaired or replaced (at the option of Kawasaki) without charge for the part, accessory or installation labor at any Kawasaki authorized dealer located within the United States of America.
 - (b) A Kawasaki part or accessory sold, but not installed, by a Kawasaki authorized dealer which is found defective in material or workmanship within the ninety (90) day warranty term, shall be repaired or replaced (at the option of Kawasaki) without charge for the part or accessory, BUT EXCLUSIVE OF ANY INSTALLATION LABOR OR OTHER REPAIR COSTS, at any Kawasaki authorized dealer located within the United States of America.

Any defective Kawasaki part or accessory replaced under this warranty shall become the property of Kawasaki.

3. **LIMITATIONS.** This warranty shall not apply to or include any of the following:
 - (a) Repair or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of parts or accessories not conforming to Kawasaki's specifications, (vi) modifications not recommended or approved in writing by Kawasaki, and/or (vii) normal wear and deterioration occasioned by the use of the Kawasaki part or accessory.

4. **LIMITED LIABILITY.**
 - (a) The liability of Kawasaki under this ninety (90) day warranty is limited solely to the repair or replacement of defective material or workmanship by a Kawasaki authorized dealer at its normal place of business during normal business hours. This warranty does not include any expense of or related to transportation of the Kawasaki part or accessory to or from a Kawasaki authorized dealer or compensation for inconvenience or loss of use of the product while the Kawasaki part or accessory is being repaired or replaced. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI PART OR ACCESSORY FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
 - (b) NO EXPRESS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE NEW KAWASAKI PART OR ACCESSORY EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE NINETY (90) DAY WARRANTY TERM SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
 - (c) No dealer or any agent or employee thereof, is authorized to extend or enlarge this Kawasaki warranty.

5. **LEGAL RIGHTS.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

