

KAWASAKI LIMITED WARRANTY

FOUR-CYCLE ENGINE

Kawasaki Motors Corp., U.S.A., P.O. Box 888285, Grand Rapids, MI 49588-8285 (hereinafter "Kawasaki") warrants to the initial purchaser of each new Kawasaki four-cycle engine that such product shall be free, under normal use and maintenance, from any defect in material and workmanship for a period of thirty-six (36) months, subject to the following conditions, exclusions, obligations and limitations:

1. COVERAGE.

- a. Any material or workmanship in four-cycle engines found to be defective by Kawasaki within the thirty-six (36) month warranty term shall be remedied without charge for parts or labor at any authorized Kawasaki engine dealer located within North America.
- b. Any material or workmanship in service parts or accessories for four-cycle engines found to be defective by Kawasaki within three (3) months shall be remedied as follows:
 1. A Kawasaki part or accessory sold and installed by an authorized Kawasaki engine dealer, which is found defective in material or workmanship, within the three (3) month warranty term, shall be repaired or replaced (at the option of Kawasaki) without charge for the part or accessory, at any authorized Kawasaki engine dealer located within North America.
 2. A Kawasaki part or accessory sold, but not installed, by an authorized Kawasaki engine dealer, which is found to be defective in material or workmanship, within the three (3) month 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 authorized Kawasaki engine dealer located within North America.

2. OWNER'S OBLIGATIONS.

The following obligations must be fulfilled by owner to maintain the validity of the Kawasaki warranty:

- a. Owner must deliver the four-cycle engine to an authorized Kawasaki engine dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance Chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at owner's expense.
- b. Owner must present proof of initial retail purchase date to an authorized Kawasaki engine dealer at the time warranty repairs are performed on the four-cycle engine.

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 replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) wear and deterioration occasioned by the use of the four-cycle engine.
- b. Routine maintenance services, adjustments, cleaning and/or expendables such as spark plugs, lubricants, oil filters, air filters, and fuel filters.

4. LIMITED LIABILITY.

- a. The liability of Kawasaki under the thirty-six (36) month warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Kawasaki engine dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the four-cycle engine or transportation of the four-cycle engine to and from the Kawasaki dealer. 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 FOUR-CYCLE ENGINE FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS 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 KAWASAKI FOUR-CYCLE ENGINE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE THIRTY-SIX (36) MONTH 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 LIMITATIONS MAY NOT APPLY TO YOU.
- c. No distributor, dealer or other four-cycle engine reseller is authorized to modify this Kawasaki Limited Four-Cycle Warranty.

5. LEGAL RIGHTS.

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