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## WARRANTY

### LIMITED WARRANTY

HAMMERHEAD Inc., 1200 Lakeside Parkway Ste. 400 Flower Mound, TX 75028 (HAMMERHEAD) provides a ONE HUNDRED and EIGHTY DAY PARTS ONLY LIMITED WARRANTY against defects in material or workmanship for all vehicle frames and engines. This PARTS ONLY LIMITED WARRANTY covers parts charges for repair or replacement of defective parts but does not cover any related labor charges or expense.

HAMMERHEAD provides a NINETY DAY PARTS AND LABOR LIMITED WARRANTY against defects in material or workmanship for all other components, except those consumable, general wear, and exposed to friction components referenced in the following paragraph. This NINETY DAY LIMITED WARRANTY covers parts and labor charges for repair or replacement of defective parts.

HAMMERHEAD provides a THIRTY DAY LIMITED WARRANTY against defects in material or workmanship on all consumable components, general wear items, or any parts exposed to friction surfaces, stresses, environmental conditions and/or contamination for which they were not designed or not intended; including but not limited to the following items:

- Wheels and Tires
- Suspension Components
- Brake Components
- Seat Components
- Clutches and Components
- Steering Components
- Batteries
- Light Bulbs / Sealed Beam Lamps
- Filters
- Lubricants
- Bushings
- Cables
- Finished and Unfinished Surfaces
- Carburetor/Throttle Body Components
- Engine Components
- Drive Belts
- Hydraulic Components and Fluids
- Circuit Breakers/Fuses
- Electronic Components
- Spark Plugs
- Sealants
- Coolants
- Bearings
- Vehicle Tops

This THIRTY DAY LIMITED WARRANTY covers parts and labor charges for repair or replacement of defective parts.

The duration of these warranties may vary by international region based upon local laws and regulations. These warranties begin on the date of purchase by the original retail purchaser.

## WARRANTY

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### **REGISTRATION IMPORTANT!**

#### **ALL UNITS MUST BE REGISTERED WITHIN 14 DAYS OF PURCHASE.**

To register your product a copy of the Warranty Registration Form and sales receipt must be forwarded to HAMMERHEAD Off-Road. Your dealer, with your assistance, will complete and forward these items to HAMMERHEAD Off-Road. A copy of the Warranty Registration Card and Buyer Safety Agreement is attached. It is your responsibility to confirm with your dealer within 14 days of purchase that your product has been registered. If you are unable to confirm with your dealer within 14 days of purchase that your product has been registered, please contact HAMMERHEAD Off-Road within 14 days of purchase.

### **WARRANTY COVERAGE AND EXCLUSIONS: LIMITATIONS OF WARRANTIES AND REMEDIES**

This HAMMERHEAD limited warranty excludes any failures that are not caused by a defect in material or workmanship. **THIS WARRANTY DOES NOT COVER CLAIMS OF DEFECTIVE DESIGN.** This warranty also does not cover acts of God, accidental damage, normal wear and tear, abuse or improper handling. This warranty also does not cover any vehicle, component, or part that has been altered structurally, modified, neglected, improperly maintained or used for racing, competition or purposes other than for which it was designed.

This warranty excludes damages or failures resulting from: improper lubrication; improper engine timing; improper fuel; surface imperfections caused by external stress, heat, cold or contamination; operator error or abuse; improper component alignment, tension, adjustment or altitude compensation; snow, water, dirt or other foreign substance ingestion/contamination; improper maintenance; modified components; use of aftermarket or unapproved components, accessories, or attachments; unauthorized repairs; or repairs made after the warranty period expires or by an unauthorized repair center.

This warranty excludes damages or failures caused by abuse, accident, fire, or any other cause other than a defect in materials or workmanship and provides no coverage beyond the 180, 90, or 30-day period set forth above

## LUBRICANTS AND FLUIDS

1. Mixing oil brands or using non-recommended oil may cause engine damage.
2. Damage or failure resulting from the use of non-recommended lubricants or fluids is not covered by this warranty.

This warranty provides no coverage for personal loss or expense, including mileage, transportation costs, hotels, meals, shipping or handling fees, product pick-up or delivery, replacement rentals, loss of product use, loss of profits, or loss of vacation or personal time.

THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE, AT HAMMERHEAD'S OPTION, REPAIR OR REPLACEMENT OF ANY DEFECTIVE MATERIALS, COMPONENTS, OR PRODUCTS. THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS WARRANTY. HAMMERHEAD SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF EXPRESS OR IMPLIED WARRANTY OR ANY OTHER CONTRACT, NEGLIGENCE, OR OTHER TORT OR OTHERWISE. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE.

THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXCLUDED FROM THIS LIMITED WARRANTY. ALL OTHER IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY) ARE LIMITED IN DURATION TO THE ABOVE WARRANTY PERIODS. HAMMERHEAD DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED IN THIS WARRANTY. SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IF INCONSISTENT WITH CONTROLLING STATE LAW.

## WARRANTY

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### HOW TO OBTAIN WARRANTY SERVICE

If your vehicle requires warranty service, you must take it to a HAMMERHEAD Servicing Dealer. When requesting warranty service you must present your copy of the Warranty Registration Form to the dealer. (THE COST OF TRANSPORTATION TO AND FROM THE DEALER IS YOUR RESPONSIBILITY.) HAMMERHEAD suggests that you use your original selling dealer; however, you may use any HAMMERHEAD Servicing Dealer to perform warranty service.

#### *In the Country where your product was purchased:*

Warranty or Service Bulletin repairs must be done by an authorized HAMMERHEAD dealer. If you move or are traveling within the country where your product was purchased, Warranty and Service Bulletin repairs may be requested from any authorized HAMMERHEAD dealer that sells the same line as your product.

#### *Outside the Country where your product was purchased:*

If you are traveling temporarily outside the country where your product was purchased, you should take your product to an authorized HAMMERHEAD dealer. You must show the dealer photo identification from the country of the selling dealer's authorized location as proof of residence. Upon residence verification, the servicing dealer will be authorized to perform the warranty repair.

#### *If you move:*

If you move to another country, be sure to contact HAMMERHEAD Customer Assistance and the customs department of the destination country before you move. Product importation rules vary considerably from country to country. You may be required to present documentation of your move to HAMMERHEAD in order to continue your warranty coverage. You may also be required to obtain documentation from HAMMERHEAD in order to register your product in your new country. You should warranty register your product at a local HAMMERHEAD dealer in your new country immediately after you move to continue your warranty coverage and to ensure that you receive information and notices regarding your vehicle.

#### *If you purchase from a private party:*

If you purchase a HAMMERHEAD product from a private party, to be kept and used outside of the country in which the product was originally purchased, all warranty coverage will be denied. You must nonetheless register your product under your name and address with a local HAMMERHEAD dealer in your country to ensure that you receive safety information and notices regarding your product.

## EXPORTED PRODUCTS

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY OR SERVICE BULLETIN COVERAGE ON THIS PRODUCT IF IT IS SOLD OUTSIDE THE COUNTRY OF THE SELLING DEALER'S AUTHORIZED LOCATION. This policy does not apply to products that have received authorization for export from HAMMERHEAD. Dealers may not give authorization for export. You should consult an authorized dealer to determine this product's warranty or service coverage if you have any questions. This policy does not apply to products registered to government officials or military personnel on assignment outside the country of the selling dealer's authorized location. This policy does not apply to Safety Bulletins.

## NOTICE

If your product is registered outside of the country where it was purchased and you have not followed the procedure set above, your product will no longer be eligible for warranty or service bulletin coverage of any kind, other than safety bulletins. Products registered to government officials or military personnel on assignment outside of the country where the product was purchased will continue to be covered by the Limited Warranty.

Please work with your dealer to resolve any warranty issues. Should your dealer require any additional assistance, they will contact the appropriate person at HAMMERHEAD.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or in different countries. If any of the above terms are void because of federal, state, local law, all other warranty terms will remain in effect.

***For questions call HAMMERHEAD Customer Assistance:***

United States & Canada: 214-513-1700

## WARRANTY

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### **U.S.A. EPA EMISSIONS LIMITED WARRANTY**

This emissions limited warranty is in addition to the HAMMERHEAD standard limited warranty for your vehicle. HAMMERHEAD Inc. warrants that at the time it is first purchased, this emissions-certified vehicle is designed, built and equipped so it conforms with applicable U.S. Environmental Protection Agency emission regulations. HAMMERHEAD warrants that the vehicle is free from defects in materials and workmanship that would cause it to fail to meet these regulations.

The warranty period for off road vehicles 100cc or greater emissions-certified vehicles starts on the date of purchase by original retail purchaser and continues for a period of 500 hours of engine operation, 5000 kilometers (3100 miles) of vehicle travel, or 30 calendar months from the date of purchase, whichever comes first. The warranty period for ATVs less than 100cc emissions-certified vehicles starts on the date of purchase by original retail purchaser and continues for a period of 250 hours of engine operation, 2500 kilometers (1550 miles) of vehicle travel, or 30 calendar months from the date of purchase, whichever comes first. This EPA emissions warranty period is extended for at least as long as the standard factory warranty that HAMMERHEAD provides on the vehicle as a whole. The EPA emissions warranty period does not further extend if you purchase additional warranty coverage in the form of a service contract or other paid warranty extension, but emission-related parts may be covered subject to the terms of any such paid service contract or paid warranty extension.

This emissions limited warranty covers components whose failure increases the vehicle's regulated emissions, and it covers components of systems whose only purpose is to control emissions. Repairing or replacing other components not covered by this warranty is the responsibility of the vehicle owner. This emissions limited warranty does not cover components whose failure does not increase the vehicle's regulated emissions.

For exhaust emissions, emission-related components include any engine parts related to the following systems:

- Air-induction system
- Fuel System
- Ignition system
- Exhaust gas recirculation systems

The following parts are also considered emission-related components for exhaust emissions:

- Aftertreatment devices
- Crankcase ventilation valves
- Sensors
- Electronic control units

The following parts are considered emission-related components for evaporative emissions:

- Fuel Tank
- Fuel Cap
- Fuel Line
- Fuel Line Fittings
- Clamps\*
- Pressure Relief Valves\*
- Control Valves\*
- Control Solenoids\*
- Electronic Controls\*
- Vacuum Control Diaphragms\*
- Control Cables\*
- Control Linkages\*
- Purge Valves
- Vapor Hoses
- Liquid / Vapor Separator
- Carbon Canister
- Canister Mounting Brackets
- Carburetor Purge Port Connector

\*As related to the evaporative emission control system.

Emission-related components also include any other part whose only purpose is to reduce emissions or whose failure will increase emissions without significantly degrading engine/equipment performance. The exclusive remedy for breach of this limited warranty shall be, at the exclusive option of HAMMERHEAD, repair or replacement of any defective materials, components or products. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS WARRANTY. HAMMERHEAD SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF EXPRESS OR IMPLIED WARRANTY OR ANY OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE.

ALL IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED HEREIN. HAMMERHEAD DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED IN THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply if it is inconsistent with the controlling state law.

This limited warranty excludes failures not caused by a defect in material or workmanship. This limited warranty does not cover damage due to accidents, abuse or improper handling, maintenance or use. This limited warranty also does not cover any engine that has been structurally altered, or when the vehicle has been used in racing competition. This limited warranty also does not cover physical damage, corrosion or defects caused by fire, explosions or other similar causes beyond the control of HAMMERHEAD.

Owners are responsible for performing the scheduled maintenance identified in the owner's manual. HAMMERHEAD may deny warranty claims for failures that have been caused by the owner's or operator's improper maintenance or use, by accidents for which HAMMERHEAD has no responsibility, or by acts of God.

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Any qualified repair shop or person may maintain, replace, or repair the emission control devices or systems on your vehicle. An authorized HAMMERHEAD dealer can perform any service that may be necessary for your vehicle. HAMMERHEAD also recommends HAMMERHEAD parts, however equivalent parts may be used for such service. It is a potential violation of the Clean Air Act if a part supplied by an aftermarket parts manufacturer reduces the effectiveness of the vehicle's emission controls. Tampering with emission controls is prohibited by federal law.

To receive information about how to make a warranty claim, how to make arrangements for authorized repairs, or if you are unable to obtain emission warranty service or are dissatisfied with warranty service received, please contact HAMMERHEAD for additional assistance.

Hammerhead Off-Road Inc.  
1200 Lakeside Parkway #400  
Flower Mound, TX 75028  
Telephone: 214-513-1700 or toll-free 1-800-275-1701  
Fax: 214-513-1711  
Email: [mail@hammerheadoffroad.com](mailto:mail@hammerheadoffroad.com)



**OFF-ROAD WARRANTY REGISTRATION FORM****Registration Terms & Conditions**

In order to activate the warranty, please follow the instructions below:

1. Make a copy of the Bill of Sale.
2. Make a copy of Pre-Delivery Checklist.
3. Fill out warranty card and send with all above documents to:

Hammerhead Off-Road  
Attn: Warranty Registration  
1200 Lakeside Parkway Ste. 400  
Flower Mound, TX 75028  
Or, Fax to 214-513-1738

Or, go online to [www.hammerheadoffroad.com](http://www.hammerheadoffroad.com) under dealer's only section

**HAMMERHEAD OFF-ROAD WARRANTY REGISTRATION CARD**

(Must be sent in with a copy of sales receipt)

VIN#:

Model:

Dealer Name:

Dealer Address (Street / City / State / ZIP):

Customer Name:

Customer City and State:

Customer Phone / Email:

Date of Purchase:

I Certify that all information provided is true and correct to the best of my knowledge. I understand the exceptions and limitations of the warranty coverage.

Customer Signature:

Date: