



## KYMCO ALL TERRAIN VEHICLE (ATV) LIMITED WARRANTY

KYMCO USA Inc, 5 Stan Perkins Road, Spartanburg, SC 29307, USA warrants for a period of twelve- (12) months from the date of initial retail purchase from an authorized KYMCO ATV dealer that each new KYMCO ATV shall be free, under normal use and maintenance, from any defect in material and workmanship subject to the following conditions, exclusions, obligations and limitations:

1. **EXCLUSIONS.** The following are specifically excluded from the terms and provisions of this warranty:
  - a. Any KYMCO ATV engaged in competitive racing or related use.
  - b. Any KYMCO ATV utilized for rental purposes.
2. **COVERAGE.** Any material or workmanship found to be defective by KYMCO within the warranty period and limitations shall be repaired without charge for parts or labor at any authorized KYMCO ATV dealer located within the United States of America.
3. **WARRANTY PERIOD.** The warranty is effective from the date of purchase by the original owner with the following limitations:
  - SECTION 1 – All parts and repair labor are covered for the first 180 days.
  - SECTION 2 – Engine and electrical parts and repair labor are covered for the first 270 days.
  - SECTION 3 – Engine parts and repair labor are covered for 365 days.
4. **OWNER'S OBLIGATIONS.** The following obligations must be fulfilled by vehicle's owner to maintain KYMCO warranty coverage:
  - a. Owner must deliver the ATV to an authorized KYMCO ATV dealer or equally qualified service facility for inspection, maintenance, services and adjustments according to the Periodic Maintenance chart contained in the owner's manual.
  - b. All inspection, maintenance services and adjustments are to be performed at the owner's expense.
5. **LIMITATIONS.** This warranty shall not apply to or include any of the following:
  - a. The normal expense of routine maintenance services and adjustments. This also includes parts that require replacement due to normal wear, such as spark plugs, drive chains, belt drives, air cleaner elements, brake shoes, cables, fuses, oils, coolants and tires.
  - b. Damage from the lack of periodic maintenance, or damage resulting from repairs, adjustments, maintenance operations, or the use of non-genuine parts or accessories, fuel or fluids that do not follow KYMCO service recommendations.
  - c. Damage caused by collision, improper operation, or caused by loading beyond the vehicle's rated load capacity.
  - d. Damage caused by modifications made to the vehicle to increase performance.
  - e. Damage caused by improper storage or transport, or towing or transportation expenses to move the vehicle to a KYMCO dealer for service or repair.
  - f. Damage caused by natural disasters such as fires, floods, collision or theft, or any damage caused by the passage of time such as fading, peeling or other deterioration caused by outside elements.
  - g. Repair or replacement of worn items caused by the use of the ATV and normal operational characteristics such as engine sounds, vibration, seepages (and other situations not considered defects by KYMCO).
6. **LIMITED LIABILITY.**
  - a. The liability of KYMCO under the twelve (12) month warranty is limited solely to the remedying of defects materials or workmanship by an authorized KYMCO ATV dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the ATV or transportation of the ATV to or from a KYMCO ATV dealer.

KYMCO 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 KYMCO ATV 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.

- a. NO EXPRESS WARRANTY IS GIVEN BY KYMCO WITH RESPECT TO THE KYMCO ATV 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 TWELVE- (12) 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.
  - b. No dealer is authorized to modify this KYMCO Limited ATV Warranty.
7. **LEGAL RIGHTS.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.