

KAWASAKI LIMITED WARRANTY CALIFORNIA AND FEDERAL EMISSIONS CONTROL SYSTEMS SMALL OFF-ROAD ENGINES

The California Air Resources Board, the Environmental Protection Agency (EPA), and Kawasaki Motors Corp., U.S.A. (hereinafter "Kawasaki") are pleased to explain the Emissions Control Systems Warranty on your Kawasaki small off-road engine. In California and other states, new small off-road engines must be designed, built and equipped to meet stringent anti-smog standards. Kawasaki must warrant the emissions control system on your small off-road engine for the period of time listed below provided there has been no abuse, neglect or improper maintenance of your small off-road engine. Your emissions control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emissions related assemblies. Where a warrantable condition exists, Kawasaki will repair your small off-road engine at no cost to you including diagnosis (if the diagnostic work is performed at a Kawasaki small off-road engine dealer), parts and labor.

OWNERS WARRANTY RESPONSIBILITIES. The following obligations must be fulfilled by the owner to maintain the validity of the Kawasaki California / EPA Emissions Systems Warranty:

- (a) As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kawasaki recommends that you retain all receipts covering maintenance on your small off-road engine, but Kawasaki cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- (b) You are responsible for presenting your small off-road engine to an authorized Kawasaki small off-road engine Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- (c) As the small off-road engine owner, you should also be aware that Kawasaki may deny you warranty coverage if your small off-road engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- (d) If you have any questions regarding your warranty rights and responsibilities, you should contact Kawasaki Motors Corp., U.S.A., Consumer Services Department, 5080 36th Street, S.E., Grand Rapids, MI 49512, 949-460-5687.

1. COVERAGE. Kawasaki warrants to the initial owner and each subsequent purchaser that the small off-road engine is free from defects in materials and workmanship which cause a failure of a warranted part for a period of two years. Kawasaki is liable for damages to other engine components caused by the failure of a warranted part still under warranty. The 1995 and later small off-road engines are warranted for two years in California. In all other states, 1997 and later model year small off-road engines are warranted for two years. If any emissions-related part on your engine is defective, the part will be repaired or replaced by Kawasaki. This warranty time period shall begin on the date the small off-road engine is delivered to the initial purchaser, or on the date the small off-road engine is first placed in service.

Warranty defects shall be remedied during customary business hours at any authorized Kawasaki small off-road engine dealer located within the United States of America. Any manufacturer-approved replacement part may be used in the performance of any warranty maintenance or repairs on emissions-related parts, and must be provided without charge to the owner if the part is still under warranty. Any part or parts replaced under this warranty shall become the property of Kawasaki.

The emissions related warranted parts are specifically defined by the California Air Resources Board's Emissions Warranty Parts List. (EPA's regulations do not include a parts list, but EPA considers emissions-related parts to include all parts listed here.) These warranted parts are: carburetor and internal parts, spark advance/retard system, cold start enrichment system, magneto or electronic ignition system, catalytic converter, intake manifold, exhaust manifold, air cleaner element, carbon canister, fuel tank, fuel tank cap, and spark plugs if failure occurs prior to the first required scheduled replacement, hoses, clamps, fittings, gaskets, sealing devices, mounting hardware and tubing used directly in these parts.

Since emissions related parts may vary slightly from model to model, certain models may not contain all of these parts and certain models may contain functionally equivalent parts.

2. LIMITATIONS. This Emissions Control Systems Warranty shall not cover any of the following:

- (a) Repair or replacement required as a result of (i) misuse or neglect, (ii) lack of required maintenance, (iii) repairs improperly performed or replacements improperly installed, (iv) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (v) alterations or modifications not recommended or approved in writing by Kawasaki.
- (b) Replacement of parts and other services and adjustments necessary for required maintenance at and after the first scheduled replacement point.

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3. LIMITED LIABILITY.

- (a) The liability of Kawasaki under this Emissions Control Systems Warranty is limited solely to the remedying of defects in materials or workmanship by any authorized Kawasaki small off-road engine dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the small off-road engine or transportation of the small off-road engine to or from the Kawasaki Dealer. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL (EXCEPTION LISTED UNDER COVERAGE) OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI SMALL OFF-ROAD ENGINE FOR ANY PURPOSE.
- (b) NO EXPRESS EMISSIONS CONTROL SYSTEMS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE KAWASAKI SMALL OFF-ROAD ENGINE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSIONS CONTROL SYSTEMS WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSIONS CONTROL SYSTEMS WARRANTY TERMS SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.
- (c) No dealer is authorized to modify this Kawasaki Limited Emissions Control Systems Warranty.
- (d) Kawasaki is not liable for parts which are not genuine Kawasaki parts except when genuine Kawasaki parts cause damage to non-Kawasaki parts.

4. LEGAL RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS.

5. THIS WARRANTY IS IN ADDITION TO THE KAWASAKI LIMITED SMALL OFF-ROAD ENGINE WARRANTY.

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