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Motofino USA Inc. LIMITED WARRANTY NOISE CONTROL SYSTEM WARRANTY

MotoFino USA, Inc. (hereinafter referred to as "MotoFino") warrants each new motorcycle and/or scooter (hereinafter referred to as "motorcycle") complies with the following regulations and requirements:

This warranty applies to the Noise Control System and is in addition to the Vehicle Warranty and the Federal Emissions Control System Warranty.

Motofino warrants to the first, and each subsequent Owner, that this vehicle is designed and built so as to conform at the time of manufacture and sale with applicable Noise regulations of the US EPA (as tested under F-76 Drive-By FTP), and that it is free from defects in materials and workmanship which could cause this vehicle not to meet US EPA standards within one (1) year or 6,000 kilometers (3,730 miles), whichever occurs first.

The warranty period shall begin on the date the motorcycle is delivered to the first retail purchaser or, if the motorcycle is placed in service as a demonstrator or company vehicle prior to sale at retail, on the date it is first placed in service.

THE FOLLOWING ITEMS ARE NOT COVERED BY THE NOISE CONTROL WARRANTY:

- 1. Failures which arise as a result of misuse, alterations, or accident.
- 2. Replacing, removing or modifying any portion of the Noise Control System (consisting of the complete exhaust and intake system, including air filter assembly) with parts not certified to be Noise-Legal for street use.
- 3. Loss of time, inconvenience, loss of motorcycle use or other consequential damage or loss.
- 4. Any motorcycle on which the odometer mileage has been changed so that the actual mileage cannot be determined.