

2167 Gordon Highway - Augusta, Georgia 30909 Phone (706) 733-1355 - Fax (706) 733-1357 - <u>www.motofino.com</u>

## MotoFino USA Inc. LIMITED WARRANTY FEDERAL EMISSION CONTROL SYSTEMS

**MotoFino USA, Inc.** (hereinafter referred to as "MotoFino") warrants each new motorcycle and/or scooter (hereinafter referred to as "motorcycle") that includes as standard equipment a headlight, taillight and stoplight:

- is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency ("US EPA"); and
- b. is free from defects in material and workmanship which would cause such motorcycle/scooter to fail to conform with applicable regulations of the US EPA, for a period of five (5) years or 12,000km (7,456 miles) for models up to 169cc.
- c. This warranty time and mileage period shall begin on the date the motorcycle/scooter is delivered to the initial retail purchaser, or on the date the motorcycle is first placed in service as a demonstrator, rental, lease, or company motorcycle prior to retail sale.

**COVERAGE:** Warranty defects shall be remedied during customary business hours at any authorized MotoFino motorcycle dealer located within the United States in compliance with the Clean Air Act and applicable regulations of the US EPA. Any part or parts replaced under this warranty shall become the property of MotoFino.

**OWNERS OBLIGATIONS**: The following obligations must be fulfilled by the owner to maintain the validity of the MotoFino Emission Control Systems Warranty:

- a. Owner must deliver the motorcycle to an authorized MotoFino motorcycle dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance chart provided as part of or supplement to the owners guide. Optionally, the Owner may perform this maintenance only if it is within the scope of the Owner's technical and practical ability, keeping in mind some maintenance operations may require special tools or technical expertise beyond the scope of the average Owner. In any event, the inspection, maintenance and adjustments are to be performed at the owner's expense.
- b. Owner must present a copy of the proof of initial retail purchase date, issued at the time of purchase to an authorized MotoFino motorcycle dealer at the time warranty repairs are performed on the motorcycle. You may also be required to show that you have performed the required maintenance which is related to the alleged defect, so you should have detailed receipts indicating that the required periodic maintenance has been performed in accordance with the Periodic Maintenance chart in your owner's guide.



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**LIMITATIONS**: This Emission Control Systems Warranty shall not cover 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 MotoFino specifications which adversely affect performance and/or durability,
  - vi. alterations or modifications not recommended or approved in writing by MotoFino, and/or
  - vii. use in competitive racing or related events.
- b. Replacement of parts and other services and adjustments required for routine maintenance.
- c. Any motorcycle on which odometer mileage has been changed so that the actual mileage cannot be determined.

**LIMITED LIABILITY:** The liability of MotoFino under this Emission Control Systems Warranty is limited solely to the remedying of defects in materials or workmanship by any authorized MotoFino motorcycle dealer at its place of business during customary business hours. Please refer to MotoFino website: <a href="https://www.MotoFino.com">www.MotoFino.com</a>.

This warranty does not cover inconvenience or loss of use of the motorcycle, or transportation of the motorcycle to or from the MotoFino dealer.

MOTOFINO 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 MOTOFINO MOTORCYCLE 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.