

# Warranty

## LIMITED WARRANTY FOR EXHAUST SYSTEMS AND COMPONENTS

### Limited Warranty

S&S Cycle, Inc. (the “Company”) warrants to the original purchaser that each new product manufactured and assembled by the Company will be free, under normal use and maintenance, from significant manufacturing defects in materials and workmanship for one (1) year, subject to the following exceptions, exclusions, obligations, and limitations. All warranty periods shall begin from the date of purchase by the original retail customer or date of installation, whichever comes first.

## LIMITED WARRANTY FOR COMPLETE FACTORY-ASSEMBLED ENGINES

### Limited Warranty

S&S Cycle, Inc. (the “Company”) warrants to the original purchaser that each new product manufactured and assembled by the Company will be free, under normal use and maintenance, from significant manufacturing defects in materials and workmanship for two (2) years (KN and T143 Engines one (1) year limited warranty), subject to the following exceptions, exclusions, obligations, and limitations. All warranty periods shall begin from the date of purchase by the original retail customer or one year from date of manufacture, whichever comes first.

### Exceptions/Exclusions

The foregoing limited warranty is not assignable or transferrable and shall not apply: (1) to any engine, part, or component that is used for other than the intended commercial purpose (including, without limitation, any racing or similar competitive activities or where competition applications, such as a turbocharger, supercharger, or nitrous oxide is used with the engine); (2) where the engine, part, or component has been subject to misuse, negligent use or maintenance, improper storage or shipping, old or contaminated fuel left within the fuel systems, operation without adequate cooling or lubricants, or a failure to operate or maintain in accordance with the specifications published by the Company; (3) where the engine, part, or component has been involved in an accident, or has been altered in any way which, in the sole judgment of the Company, adversely affects performance, safety, structural integrity, or reliability; (4) to any engine, part, or component manufactured or furnished by a third party; (5) where any engine, part, or component is (i) assembled by the Company in accordance with the purchaser’s specifications or (ii) used in conjunction with or otherwise attached to a part or component manufactured by a third party and with respect to which the Company has not pre-tested and approved the structural integrity, application, and use of such fully-assembled product; (6) to defects or damage caused by the user failing to cease operation of the engine, part, or component as soon as the defect is identified or suspected, or where the engine, part, or component has been used in vehicles for demonstration or development purposes; or (7) to normal wear and tear or to parts or components

consumed/expended in the normal operation of the engine (including, without limitation, oil, fuel, spark plugs, lubricants, oil filters, air filters, or fuel filters). This limited warranty shall not apply to any defects in the engine, part, or components powder coat or chrome finish, when that option is selected, if the defects arise from or are caused by negligence of parties other than the Company, an accident, ordinary wear and tear, assembly or disassembly, power washing, natural occurrences (such as stone chips or salt and other substances used on streets and highways), bead blasting, improper maintenance including the use of any harsh cleaning agent, chemical solvent, or solvent. This limited warranty does not cover inconvenience or loss of use of the engine, part, or component, routine maintenance services or adjustments, or the cost of labor to remove, install, or service the engine, part, or component or any part contained therein. This limited warranty covers engine, part, or component and/or workmanship issues only, and not the equipment to which the engine, part, or component may be mounted or attached.

## **Remedies**

As to valid warranty claims against the Company, the original purchaser's sole and exclusive remedy, and the Company's sole and exclusive obligation under this limited warranty, shall be, at the Company's option, replacement or repair of such defective engine, part, or component. The original purchaser shall notify the Company within ten (10) days after discovery of the alleged defect specifying in detail the nature of the defect. Failure to provide written notice within the ten (10) day period shall constitute a waiver of such warranty claim. Where warranty rights are claimed, all goods claimed to be defective shall be delivered to the Company with transportation charges prepaid, and the original purchaser's copy of the original invoice must be provided to the Company as evidence of the date of purchase.

## **Disclaimer/Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, NO EXPRESS WARRANTY IS GIVEN BY THE COMPANY WITH RESPECT TO ANY ENGINES, PARTS, OR COMPONENTS. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. THE COMPANY MAKES NO OTHER EXPRESS WARRANTY. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE.

Some states and countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and you may have other rights which vary from state to state.

# **LIMITED WARRANTY STANDARD PARTS**

## **Who Is Covered By This Warranty?**

This warranty covers only the original Consumer Purchaser of these parts and is not transferable.

## **What Does This Warranty Cover?**

S&S® Cycle, Incorporated (the “Company”) warrants these parts to be free from defects in material and workmanship. If the parts become defective during the warranty coverage period, the Company will, at its option, repair or replace any, or all, defective parts. Repair or replacement of defective parts is the sole and exclusive remedy.

With the exception of electrical and electronic components, the warranty coverage remains in force for a period of twelve (12) months from the date that the original Consumer Purchaser buys the parts. Electrical and electronic components are covered by a warranty duration of six (6) months. However, warranty coverage will automatically terminate if the original Purchaser sells or otherwise transfers all or any portion of the purchased parts.

## **What Is Not Covered By This Warranty?**

Moreover, the Company shall have no obligation under this warranty in the event that the parts become defective in whole or in part as a result of improper assembly, installation, break-in, maintenance, or use, or any other misuse or mistreatment of the parts, including, without limitation, operation of the parts with fuels, oils or lubricants not conforming to specifications published by the Company or continued operation of the parts after a defect or malfunction occurs or is identified or suspected.

The Company shall have no obligation under this warranty for defects in parts with a powdercoat finish, when that option is selected, if the defects are caused by, but not limited to, negligence of parties other than the Company; an accident; ordinary wear and tear; assembly or disassembly; power washing; natural occurrences like stone chips; bead blasting; improper maintenance including the use of any harsh cleaning agent, chemical or solvent; and salt or other substances used on streets and highways for maintenance and safety.

The Company provides touch-up paint with powdercoated parts. It is the customer’s responsibility to repair minor finish damage to prevent or inhibit further deterioration.

It is the responsibility of the original Consumer Purchaser to cease operation as soon as a defect or malfunction is identified or suspected. The failure to cease operation once a defect or malfunction exists can cause substantial damage to the Company’s parts that could otherwise be avoided.

In addition, the Company shall have no obligation under this warranty for parts defects caused by alteration including, but not limited to, polishing; powdercoating; painting; removing or reconfiguring any components; modification, repair, or unauthorized service.

The Company shall have no obligation under this warranty if the parts are used in racing or similar competitive activities. The Company shall have no obligation under this warranty when a competition application, including but not limited to a turbocharger, supercharger or nitrous oxide, is used with the Engine. Further, the Company shall have no obligation under this warranty for any parts that are included in a Competition Package Option offered by the Company since the Package is for use in racing and similar competitive activities.

THE COMPANY SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THESE PARTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.