

KAWASAKI LIMITED WARRANTY

Kawasaki Parts and Accessories Including Short Blocks

90 Day Repair Coverage

What is covered:

- a. Kawasaki Motors Corp., U.S.A. ("Kawasaki") will cover all material and labor costs associated with repairing or replacing any Kawasaki part or accessory, including a short block, installed by an authorized Kawasaki engine dealer or engine service center and found to be defective in material or workmanship under normal use and maintenance.
- b. Kawasaki will cover all material costs associated with repairing or replacing any Kawasaki part or accessory, including a short block, not installed by an authorized Kawasaki engine dealer or engine service center and found to be defective in material or workmanship under normal use and maintenance.

Who is entitled to coverage: This limited warranty extends to the initial retail purchaser.

Term of Coverage: This limited warranty is in effect for 90 days from the initial retail sale date a new Kawasaki part, accessory or short block was purchased from an authorized Kawasaki engine dealer or engine service center.

What is not covered: Kawasaki will not cover repairs 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 Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) wear and deterioration occasioned by the use of the Kawasaki part, accessory or short block.

Dealers are independent businesses: Although authorized to sell and to service Kawasaki parts, accessories and short blocks under warranty, the dealer is independent of Kawasaki. Kawasaki does not control the dealer and is not responsible for and shall not be bound by representations or assurances made by a dealer employee or representative. **NO DEALER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY OR MAKE A WARRANTY OR CREATE ANY OBLIGATIONS ON OUR BEHALF.**

Obtaining Warranty Service

To obtain warranty service, you must, at your own cost, deliver your Kawasaki part, accessory or short block to an authorized Kawasaki engine dealer or engine service center during normal business hours.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Questions about Warranty Service

If you have questions, comments, or concerns about this Limited Warranty or warranty service you've requested or received, please contact Kawasaki Customer Service at 1-877-364-6404 or at the address below:

Kawasaki Motors Corp., U.S.A.
P.O. Box 888285
Grand Rapids, MI 49588-8285

One-Year Limitation on Initiating a Claim

In the event you elect to make a claim for breach of this Limited Warranty or an applicable implied warranty, you must initiate the claim within one-year after the date on which the breach occurs.

Claims Resolved by Binding Arbitration

Except as noted below, any dispute arising under or claim for breach of this Limited Warranty or an applicable implied warranty shall be resolved through **binding arbitration** administered by the American Arbitration Association ("AAA"). For information about the AAA arbitration program, or to initiate a claim, contact AAA at:

American Arbitration Association
1633 Broadway, 10th Floor
New York, New York 10019
Toll Free: 1-800-778-7879

www.adr.org

A judgment based on an arbitration award may be entered by any court with jurisdiction over the parties. Note: Any claim that falls within the jurisdiction of a Small Claims court may be brought in that court, or made the subject of an arbitration proceeding under this paragraph, at the election of the consumer.

Repair Costs Are Your Sole and Exclusive Remedy

Your sole and exclusive remedy for breach of this Limited Warranty is money damages in an amount equal to the reasonable cost for material and labor necessary to repair or replace parts that should have been done under our promise to repair, but were not. Your sole and exclusive remedy for breach of any applicable implied warranty is money damages in an amount equal to the reasonable cost for material and labor necessary to correct the defect or defects upon which the finding of breach of implied warranty is based.

Incidental and consequential damages – such as transport charges, aggravation, inconvenience, lost profits, wages, or income, loss of use, replacement rental charges, and telephone costs – are not recoverable from Kawasaki for breach of this limited warranty or an implied warranty under any circumstances. **Note:** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.