

Big Horn Scooters, ATVs and CUVs **Warranty Statement**

Big Horn Powersports, Inc. (hereinafter referred to as "Big Horn") hereby warrants to the original purchaser on any Big Horn Scooter, ATV or CUV that the material and components of new Big Horn vehicles will be free from defects in material and workmanship. The period of warranty is ninety (90) days from date of purchase for the component parts including electrical components (except as noted below), and a period of six (6) months from date of purchase for the frame. The engine warranty period is one year from the date of purchase. All Warranty repairs must be performed by the original dealer or an authorized "Big Horn" service center. Big Horn, if notified of a defect in material or workmanship during the period of warranty, will repair or replace, at its option, defective parts at no charge, other than the reasonable cost for the transportation of the component(s). This Warranty covers the cost of labor for any repairs made at the rate of \$45.00 per hour. The original purchase receipt or dated proof of purchase document is required to validate Warranty Coverage.

The original purchaser must operate the vehicle and maintain the vehicle in accordance with the instructions provided in the Operator's Manual, the supplements thereto and labels affixed to the vehicle. Additionally, within ten (10) days of the discovery of an alleged defect, the original purchaser must return the product to the original dealer for Warranty evaluation and repairs. The dealer is responsible for coordination of Warranty coverage with Big Horn. All claims for warranty coverage must be accompanied by a dated, proof of purchase document or receipt that clearly shows the product purchased and the date of purchase.

General Exclusions: This limited warranty does not cover component failure or damage caused by any of the following: abnormal strain or stress; neglect; abuse; improper assembly of components which were supplied in the factory sealed carton, improper maintenance; improper use of the vehicle, including, but not limited to racing, jumping, stunt driving, or any other use prohibited by the Operator's Manual. Additionally, this warranty does not cover component failure or damage to vehicles which are leased or rented, or vehicles which are used at a concession operation.

Specific Exclusions: This limited warranty does not apply to components, which are subject to normal wear and tear. These items include, but are not limited to, the tires, clutch, the brakes, throttle cable, drive belt, certain torque converter (CVT) components chain, seat, lights, fasteners, decals, or cosmetic body panels. Any customization or modification of the vehicle of any sort will void the warranty and Big Horn will not be held responsible for any damage caused by this customization or modification.

BIG HORN MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITATIONS SPECIFIED IN THE WARRANTY ABOVE ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS WARRANTY. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE.

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