



# B-claw Incorporated

## Warranty Agreement

This factory limited warranty agreement is between B-claw Inc., (hereafter referred to as Distributor), and its wholesale clients (hereafter referred to as Dealer). There are no agreements or warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, other than those stated in this agreement. Dealer agrees to enter into this agreement by purchasing from the Distributor.

This warranty is offered by the Distributor to its Dealers. The factory limited warranty starts on the date that the unit is sold to Dealer's customer or 2 months after receiving at Dealer's location whichever comes first. During the warranty period, the Distributor will cover parts only. The Distributor does not cover the labor or freight to send back defective parts or ship out replacement parts.

Parts are covered under this warranty to be free from manufacturer defects. Parts not included in this warranty are listed below in the Warranty Limitations. Any parts deemed questionable by the Distributor must be submitted to the Distributor for approval. All dealers are required to extend this factory limited warranty to their retail customers at minimum. Dealers may offer a warranty that exceeds this one or extend at their own discretion and cost.

- \* It is the Distributor's policy to offer a three strike rule. All dealers will have three chances to comply of offering this warranty to their customers. After the third report of noncompliance Dealer will no longer be authorized to purchase, sell, or advertise any of The Distributor's product.
- \* Warranty coverage varies for the categories of models.
- \* Purchasing a vehicle in the crate without set-up by a professional mechanic may void the factory limited warranty.

### On-Road Products:

12 Months or 1500 miles (whichever comes first)	Engine/Transmission Warranty
6 Months or 750 miles (whichever comes first)	Chassis/Suspension Warranty
90 Days Limited	Electrical System Warranty
30 Days Limited	Fuel System Warranty

### Off-Road Products:

6 Months Limited	Engine/Transmission Warranty
90 Days Limited	Chassis/Suspension Warranty
90 Days Limited	Electrical System Warranty
30 Days Limited	Fuel System Warranty

### 2-stroke Off-Road Products:

6 Months Limited	Engine/Transmission
90 Days Limited	Chassis/Suspension
90 Days Limited	Electrical
30 Days Limited	Fuel System

### Additional Warranty Policy for Drop Shippers and Rental Companies:

Drop-ship and Rental Dealers will be required to submit a PDI sheet (available for download from the Distributor's website) with each warranty claim signed by a professional shop or The Distributor. Any units without documentation of Professional shop, Distributor or Dealer for PDI and service upkeep will void any and all warranty. The Distributor can only take warranty claims, technical calls, and parts purchases from Dealers. The Distributor is not licensed to deal with retail customers. It is a Breach of contract to refer the end users to distributor

Drop shipped units and rental units are subject to a shorter warranty as follows. Parts not included in this warranty are listed in the Warranty Limitations.

#### On-Road Products:

90 Days or 500 miles (whichever comes first)	Engine/Transmission
60 Days Limited	Electrical, Fuel, Chassis

#### Off-Road Products:

60 Days Limited	Engine/Transmission
30 Days Limited	Electrical, Fuel, Chassis

#### 2-stroke Off-Road Products:

30 Days Limited	Engine, Chassis, Electrical, Fuel
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\*To avoid voiding warranty, Drop-shipping and Rental dealers have the option to pay a fee to The Distributor to have PDI and assembly done before the unit is shipped out to the end user. All units which The Distributor performs PDI and assembly will be covered under this policy.

#### Return Policy

Distributor does not accept returns. However under some circumstances a unit can be returned with prior approval in the original packaging in new condition at dealers own cost. Dealer assumes all shipping liability. Any damage found on returned units will be subtracted from the refunded amount. The restocking fee is 10% of product original sales price.

#### Warranty Limitations

Parts not covered under this warranty are listed below. Warranty requests on any of the below items may be submitted for review to Distributor's warranty/parts department. If a part is deemed defective by The Distributor, the part will be covered under warranty.

\*Damage caused by the following is not covered under this warranty. Unavoidable natural disasters, fire, collision, theft, improper storage or transportation, negligence of the periodic maintenance, improper use, improper fuel mixture in 2 stroke engines, racing, jumping, improper repair, adjustment or maintenance, repairs and adjustments not done by The Distributor dealers, use of non-genuine parts, using the product for commercial use, unauthorized modification made to the product, operation of the vehicle when it is overheating, or installing performance parts or components on the vehicle that change the original engineering. The Factory Limited Warranty does not cover damage caused by, or resulting from, any other reason besides a manufacturer's defect.

Spark Plugs, Spark plug wires Coils	Drive chains, Drive belts, CVT belts	Fuel pumps, carburetors	Gaskets, seals, o-rings
Cables (throttle, choke, clutch, brake, seat	Air filters, fuel filters, oil filters	Brake shoes, Brake pads, brake rotors, brake drums	Bushings, bearings
Hoses (fuel, vacuum, brakes, coolant	Clutch, clutch components	Piston rings, valves, valve guides	Body panels, painted and unpainted body parts
Tires, inner tubes	Floorboards, pegs	Suspension, shocks, linkages	Grips and any rubber parts
Starter Motor	Battery	Levers (brake, choke, clutch, shifter, kick start)	Any wear and tear parts

## Shipping Damage "48 Hour Rule"

The Dealer has 48 hours to report any visible damage to the unit. DO NOT ASSEMBLE THE UNIT UNTIL THE FOLLOWING PROCEDURE IS COMPLETED. The Distributor may extend a reasonable allotted time at their discretion for dealers with larger orders. Dealers need to follow the steps specified below to ensure the damaged parts are covered under this warranty:

1. Document all damages on delivery documents while the driver is present
2. Make a copy of the delivery documents with description of damage
3. Take pictures of the damaged products
4. Submit the above delivery documents, pictures, vin number of the damaged products and replacement parts list to The Distributor within 2 days of receipt of products
5. Your warranty claim will be declined if the above documents are not provided within the time frame.

Upon receiving the above documents, The Distributor is responsible for filing for the shipping damage claim and sending out the replacement parts free of charge.

If the freight is handled by the Dealer's trucking service, the Dealer is responsible for filing for the shipping damage claim and cost of replacement parts and freight.

### I. Parts Warranty claim/Shipping Damage Claim

1. All defective parts must be returned if asked for at the cost of the Dealer.
2. Distributor reserves the right to decline a warranty claim if defective parts are not returned when requested.

### II. Return Engine/Bike/ Rear Differential for Repair

1. Notify your sales rep or the warranty department
2. Once approved, the warranty department will instruct you as what to do next.
3. Dealer is responsible for freight to return the product. If the product is determined to be defective, The Distributor is responsible for parts, labor and freight to send out replacement or repaired product. If the product is determined to be damaged, due to causes other than manufacturer defects, the Dealer is responsible for parts, labor and freight to send back replacement or repaired product.
4. Dealer will be responsible for any shipping damages incurred during transit. Shipping Policy

### III. Warranty parts policies

1. All warranty orders are shipped on a prepaid basis.
2. Warranty orders that have been approved and processed will be held for 5 business days. Parts will be released back into general inventory if The Distributor does not get a response from the Dealer after 5 business days.
3. The Distributor is not responsible for shipping delays as it is at will of the shipping company or unpredictable circumstances.
4. The Distributor is not responsible for shipping damages that occurs during transit.
5. The Dealer is responsible for any extra shipping cost that occurs after the part has been shipped. This cost includes, but is not limited; to change of address cost, change of zoning cost, re-weight cost, lift gate service.
6. Warranty orders can be canceled before they are shipped. Once a warranty order is shipped, all payment related to such order is non-refundable.
7. Warranty on replacement parts is 30 days (after parts are received). Replacement Electrical items are not warranted.

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Print Name (Dealer Representative)

Dealership

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Signature (Dealer Representative)

Date