

# **MOUNTAINEER**

## **6 Month Limited Warranty**

### **Terms, Conditions, Limitations and Exclusions**

***Mechanical Breakdown Coverage:*** Mountaineer Power Sports agrees, for a term of 6 months from the date of sale to repair or reimburse for a reasonable cost to repair or replace any mechanical, electrical or hydraulic part, component of your product if required due to a mechanical breakdown, subject only to the exclusions stated below. Mechanical Breakdown shall be defined as "the sudden failure of a defective part, component or assembly", or, "faulty workmanship on a part, component as supplied by Mountaineer Power Sports, but does not include the gradual reduction in operating performance due to wear and tear. "Reasonable Cost" is defined as the cost for the Part or replacement of covered parts using Mountaineer Power Sports parts or Mountaineer Power Sports approved parts.

***Limit of Liability:*** This Limited warranty coverage is for **Parts Only**. The total cost for all parts over the full term of this Limited Warranty is limited to 50% of the Product Purchase Price. Product Purchase Price shall be defined as the price paid for the product, excluding any trade-in, down payment, attachments or sales tax.

***Customer Responsibilities:*** In order to keep this Limited Warranty in force, the product must be serviced as specified in the Operators Manual. A written record of service must be maintained, along with receipts for maintenance materials purchased. In the event of a claim involving serviceable parts and if requested a copy of the service record and pertinent receipts must be furnished.

#### ***IN THE EVENT OF A MECHANICAL BREAKDOWN, CUSTOMERS MUST***

1. Use all reasonable means to protect the product from further damage.
2. Contact Mountaineer Power Sports.
3. Provide service records and receipts for required maintenance if requested.
4. If requested by Limited Warranty Administrator, allow inspection of damaged parts and/or product.

## EXCLUSIONS

### COVERAGE SHALL NOT APPLY:

1. To any parts, components or assemblies not referenced above.
2. For repair or replacement of any parts, components or assemblies if a mechanical breakdown has not occurred.
3. For any breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or other Acts of God.
4. For liability for damage to property or injury to or death of any person arising out of the operation, maintenance or use of the covered equipment.
5. For any failures due to a lack of lubricants and/or coolants.
6. For loss of use, inconvenience or other consequential or resultant loss of any kind.
7. For any failure due to overloading, misuse, abuse, negligence or alteration of the product.
8. For use of the product is police or emergency services or competitive driving or racing.
9. For any breakdown caused by contamination or damage resulting from rust, corrosion, freezing or overheating.
10. For the cost of parts necessary to maintain the product as described in the Operator's Manual, including but not limited to engine tune-ups, adjustments, repair or replace.
11. For the repair or replacement of any structural failure or breakage, or any part that fails due to engaging the ground or other objects beyond the design of the product.
12. For the cost of sales tax, freight, equipment transportation or storage, lubricants, environmental charges, solvents, sealants, or any normal shop supplies.