

## WARRANTIES

### LIMITED WARRANTY

#### WHAT IS COVERED

Monster Moto warrants only to the original retail purchaser of this product that this product is free from defects in material and/or workmanship for a period of ninety (90) days from the date of purchase. At Monster Moto's sole discretion, Monster Moto agrees to either repair, provide replacement parts for, or replace without charge, any product or component having a material defect, except as limited below. Monster Moto may require the purchaser to return to Monster Moto, at the purchaser's expense, the part(s) or product component(s) claimed to be defective for Monster Moto's inspection and sole determination of defect. At that time, the returned part(s) or product component(s) become the property of Monster Moto and will not be returned. This product is also covered by an Emissions Control System Warranty which is separate from and in addition to this warranty.

#### WHAT IS NOT COVERED

This warranty does not cover any conditions caused by misuse, neglect, negligence, accident, or operation in any way contrary to the operating instructions located in the owner's manual. Damage to the product resulting from normal wear and tear, alteration or modification of the product, improper or inadequate maintenance, use of unauthorized replacement parts, or service provided by anyone other than an Authorized Monster Moto Service Center is not covered under this warranty. This warranty does not cover minor surface blemishes, rips, tears, or other cosmetic damages due to normal use, or due to intentional or unintentional damage to the product. This limited warranty will not cover any damage which results from the application of improper cleaners, solvents, or chemicals to the product, from smoke or soot, or from exposure to saltwater, sea breeze, or salt. This limited warranty will not cover any damage resulting from storing the product with exposure to the elements. Without limiting the above, this warranty is void with respect to any product that has sustained damage resulting from impacts, accidents, or uses considered by Monster Moto to be outside of the scope of normal and safe operation, including, but not limited to, performing tricks, stunts, or jumps.

#### LIMITATIONS OF LIABILITY

This warranty is non-transferable after the product's initial sale. Any unapproved modifications to the product or its performance will void this limited warranty. This warranty does not cover products used for rental or commercial purposes, nor does it cover products used in competition. This limited warranty covers only the cost of replacing and/or repairing parts which have a manufacturer's defect in material or workmanship. This warranty does not cover the cost of transportation, towing, lost time, inconvenience, or any incidental or consequential damages of any type. This limited warranty does not cover costs resulting from improper repairs or misdiagnosis of problems. Except with respect to the emissions control system warranty required

by the Environmental Protection Agency, Monster Moto makes no other warranty of any kind, express or implied. All implied warranties of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are disclaimed and excluded from this warranty. You may have additional or different rights under your state's laws.

### **OWNER'S RESPONSIBILITIES**

As the mini bike owner, you are responsible for ensuring all required maintenance is performed on your product. You are also responsible for maintaining a record of and all receipts for maintenance performed on your product. Your warranty claim may be denied solely due to your failure to ensure the completion of all scheduled maintenance or keep the maintenance records or receipts.

### **KEEP YOUR RECEIPT**

Proof of purchase will be required to substantiate any warranty claim. As the mini bike owner, warranty coverage may be denied if your mini bike or one of its parts has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

## **EMISSIONS CONTROL WARRANTY**

### **WHAT IS COVERED**

Monster Moto warrants to the initial retail purchaser and each subsequent purchaser of this vehicle that the vehicle's new engine, including all parts of its emissions control system, meets two conditions:

1. It is designed, built, and equipped so it conforms at the time of sale to the initial retail purchaser with the requirements of the Environmental Protection Agency (EPA).
2. It is free from defects in materials and workmanship that may keep it from meeting the requirements of the EPA.

This emissions control warranty is valid for 30 months from the date the vehicle is sold to the initial retail purchaser.

The emissions control system warranty covers all components whose failure would increase an engine's emissions of any regulated pollutant, including components listed in 40 CFR part 1068, Appendix I (published by the EPA), and components from any other system designed to control emissions. The emissions control warranty does not cover components whose failure would not increase an engine's emissions .

### **WHAT IS NOT COVERED**

Warranty claims will be denied if the vehicle operator caused the problem through improper maintenance or use, as described in 40 CFR 1068.115. (published by the EPA)