

**Massimo Motor Sports LLC.
Emission Control System Warranty Statement**

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The U.S. Environmental Protection Agency and Massimo Motor Sports LLC (hereinafter "Massimo") are pleased to explain the emission control system warranty on your Off-Road vehicle. New off-road motor vehicles must be designed, built and equipped to meet U.S. EPA Federal and California anti-smog standards. Massimo must warrant the emission control system on your vehicle for 5,000 km, or at least 30 months, whichever comes first, provided that there has been no abuse, neglect or improper maintenance of your vehicle. This off-road vehicle was designed to meet the emission standards for 10,000 km, or five years, whichever comes first.

Your emission control system warranty covers components whose failure would increase an engine's emissions of any regulated pollutant

Where a warrantable condition exists, Massimo will repair your vehicle at no cost to you, including diagnosis, parts and labor.

If an emission-related part on your vehicle is defective, the part will be repaired or replaced by Massimo. This is your EMISSION CONTROL SYSTEM WARRANTY.

NOTICE! Use of this vehicle in any type of competitive event completely and absolutely voids this and all other warranties offered by Massimo.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Massimo recommends that you retain all receipts covering maintenance on your vehicle, but Massimo cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to the Massimo dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should be aware that Massimo may deny your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you use your vehicle in any type of competitive event, this warranty is immediately and completely void.

If you have any questions regarding your warranty rights and responsibilities, you should contact Massimo Motor Sports LLC, 3101 W Miller RD., Garland, TX 75041 (Phone: 972-243-4555 or Toll Free: 877-881-6376 or the U.S. Environmental Protection Agency at 2000 Traverwood Drive, Ann Arbor, MI 48105.

Massimo Motor Sports LLC warrants that each new off-road vehicle:

A. is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency, and



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B. is free from defects in material and workmanship which cause such vehicle to fail to conform to applicable regulations of the United States Environmental Protection Agency for the periods specified above.

I. Coverage. Warranty defects shall be remedied during customary business hours at any authorized Massimo dealer located within the United States of America in compliance with the Clean Air Act and applicable regulations of the United States Environmental Protection Agency. Any part or parts replaced under this warranty shall become the property of Massimo.

II. Limitations This Emission Control System Warranty shall not cover any of the following:

A. Repair or replacement as a result of

- (1) accident,
- (2) misuse
- (3) repairs improperly performed or replacements improperly installed, unless performed by a Massimo authorized dealer,
- (4) use of improper replacement parts or accessories not conforming to specifications set forth by Massimo, which adversely affect performance and/or
- (5) Use in competitive racing or related events.

B. Inspections, replacement of parts and other services and adjustments required for required maintenance.

C. Any vehicle equipped with an odometer or hour meter on which the odometer mileage or hour meter reading has been changed so that actual mileage cannot be readily determined.

III. Limited Liability

A. The liability of Massimo under this Emission Control System Warranty is limited solely to the remedying of defects in material or workmanship by an authorized Massimo dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the vehicle or transportation of the vehicle to or from the Massimo dealer. Massimo shall not be liable for any other expenses, loss or damage, whether direct, incidental, consequential or exemplary arising in connection with the sale or use of or inability to use the vehicle for any purpose. Some states do not allow the exclusion or limitation of any incidental or consequential damages, so the above limitations may not apply to you.

B. No express emission control system warranty is given by Massimo except as specifically set forth herein. Any emission control system warranty implied by law, including any warranty of merchantability or fitness for a particular purpose, is limited to the express emission control system warranty terms stated in this warranty. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.



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C. No dealer is authorized to modify this Limited Emission Control System Warranty issued by Massimo.

IV. **LEGAL RIGHTS.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

V. This warranty is in addition to the limited vehicle warranty.

VI. **ADDITIONAL INFORMATION.** Any replacement part that is equivalent in performance and durability may be used in the performance of any maintenance or repairs by the owner. However, Massimo is not liable for these parts. The owner is responsible for the performance of all required maintenance. Such maintenance may be performed at a service establishment or by any individual. The warranty period begins when the vehicle is placed into service.

If you have any questions regarding your warranty rights and responsibilities, you should contact Massimo Motor Sports LLC, or the U.S. Environmental Protection Agency at 2000 Traverwood Drive, Ann Arbor, MI 48105.

Massimo Motor Sports LLC

3101 W Miller RD

Garland, TX 75041

Phone: 972-243-4555

Fax: 214-540-1163

Toll-Free: 877-881-6376

