

BMS MOTORSPORTS FACTORY LIMITED WARRANTY INFORMATION

THIS WARRANTY APPLIES FROM 2009 MODELS ONLY

All 2009 and earlier models still have the original warranty: On road 90 days, off road 90 days

- **BUYER'S RESPONSIBILITY:**

Buyer acknowledges that he or she is qualified to operate this product, and is in proper physical condition to participate in such activities. The buyer also agrees to assume all risks when operating or allowing others to operate his or her product. If the buyer does not feel capable of operating the product, he or she must find professional training for such activities.

- **INHERENT RISKS:**

WARNING!! YOU ACKNOWLEDGE THAT THE USE OF MOTORIZED VEHICLES CAN BE DANGEROUS AND MAY LEAD TO SERIOUS INJURY OR DEATH. These inherent risks and dangers may be caused by buyer's own actions or inactions, the actions or inactions of others participating or not participating in the activity, the condition in which the activity takes place, or the negligence of others. There may be additional risks, including social and economic loss, either known or unknown to Purchaser, not readily foreseeable, and buyer fully accepts and assumes responsibility for all such risks, losses, costs, and damages incurred as a result of Purchaser's participation in riding activities, AS EVEN PROPER OPERATION AND USE OF A MOTORIZED VEHICLE MAY NOT PREVENT SERIOUS INJURY OR DEATH.

- **OUR WARRANTY COVERS PARTS, ENGINE AND IN HOUSE LABOR ONLY FOR ALL PRODUCTS AS FOLLOWS:**

- **ON ROAD: GAS SCOOTERS 1 YEAR PARTS AND ENGINE WARRANTY, 1 YEAR IN HOUSE LABOR ON PARTS AND ENGINE:**

BMS MOTORSPORTS will supply, or install in house, new or rebuilt replacement parts in exchange for defective parts, as well as perform in house repairs on defective engines for a period of 1(one) year from the date of purchase at no charge. After 1(one) year, all repair cost are the responsibility of the owner.

- **OFF ROAD: ATV'S, UTV'S, BUGGIES, GO CARTS AND DIRT BIKES 6 MONTHS PARTS, 1 YEAR ENGINE WARRANTY, 6 MONTHS IN HOUSE PARTS LABOR, 1 YEAR IN HOUSE ENGINE LABOR:**

BMS MOTORSPORTS will supply, or install in house, new or rebuilt replacement parts in exchange for defective parts for a period of 6(six) months, as well as perform in house repairs on defective engines for a period of 1(one) year from the date of purchase at no charge.

- **FOR DEALER ONLY:**

Labor compensation can apply only for full price(not promotion discount or sale price) and only will be a credit on delaer's next order.* see detail for "[Flat Rate Guide](#)" in Warranty information section.

- **THE ENGINE SHOULD BE RETURNED TO BMS, IF IT'S MALFUNCTION IN WARRANTY PERIOD.**

- **THIS LIMITED WARRANTY COVERS THE FOLLOWING PARTS ONLY:**

- **ENGINE:**

All internal lubricated parts, i.e. Pistons, piston rings, piston pins, connecting rods, rod bearings, camshaft, camshaft bearings, timing chain, crankshaft, crankshaft main bearings, oil pump, water pump, valves, valve springs, valve guides, valve seats, valve lifters and valve push rods. Additionally, the engine head and cylinder will only be covered if damage is caused solely as a result of the mechanical failure of one or more internal lubricated components listed above. **(Broken gears any damage from outside impacted does not cover warranty)**

- **ENGINE CASE:**

The Engine case itself will only be covered if the damage caused was solely as a result of the mechanical failure of one or more of the internal lubricated components listed above. **(Broken gears any damage from outside impacted does not cover warranty)**

- **DRIVE SYSTEM:**

All internal lubricated parts contained within the drive axle housing case, i.e. differential, differential gears, drive shaft, drive axles, CV joints, axle bearings, reverse gears and output shafts. The drive axle housing as well as the reverse gearbox housing, if damaged solely as a result of the mechanical failure of one or more or the internal lubricated components contained the drive axle housing will be covered. **(Any bent, broken, or damaged by outside impact does not cover warranty)**

- **FUEL SYSTEM:**

For carbureted vehicles; Carburetor, vacuum fuel pump, intake manifold, fuel tank and fuel petcock.
For fuel injected vehicles; Fuel injectors, fuel pump, fuel rail and fuel pressure regulator.

- **ELECTRICAL:**

Stator, stator pickup, magneto, voltage regulator\ rectifier, CDI, starter relay\ starter solenoid, starter motor, coil, distributor assembly and injector relay.

- **COOLING SYSTEM:**

Radiator, radiator cap, thermostat, thermostat housing, temperature indicator switch, cooling fan motors, water pump and water pump housing.

- **BRAKES:**

Calipers, drum housings, drum brake linkage, reservoirs, rotors, and lines.

- **CHASSIS:**

Frame, swing arms, A-arms, steering controls. **(Any bent, broken, or damaged by outside impact does not cover warranty)**

- **TRANSMISSION (Automatic or Standard):**

All internal lubricated parts contained within the transmission case, i.e. flywheel, hydraulic shift linkage, kick start spindle, kick start secondary gear and transmission gears. The transmission case itself will be covered if the damage was solely as a result of mechanical failure of one or more of the internal lubricated components contained within the transmission case. **(Improper changing gears without stop completed cause damage internal gears. "No cover warranty")**

- **COVERAGE AND LIMITATIONS:**

Initial assembly and preparation must be preformed in accordance with the Consumer Motor Vehicle Delivery Preparation and Inspection Form that is provided by BMS. Additionally, all work must be performed by a professional mechanic (i.e. engine repair shop, motorcycle shop, or local auto repair shop) or an authorized BMS Dealer to assure your vehicle is in good working condition. Upon completion, you must mail in the Consumer Motor Vehicle Delivery Preparation and Inspection Form signed by the technician that performed the service. You will need to provide proof of this service when filing a warranty claim, so (consumers) keep your receipts please. Subject to the limitations stated in this agreement, BMS agrees (at its sole discretion) to replace a covered component if the covered

component fails as a result of one or more of the internal lubricated parts within the component stated warranty period from the date of purchase, while the component is being used under the conditions and in the manner specified by its original manufacturer. Keep in mind these units are built for recreational use only. Your claim may be denied under the following circumstances:

- **Misuse or abuse of the vehicle, i.e.**
 - Jumping
 - Stunt ridding
 - Modification of any kind
 - Racing
 - Ridding at constant wide open throttle
 - Unit is used as a rental
 - Damage is caused by an accident
 - Product is used in a manner that it is not designed for
 - Inexperienced rider abuse
 - Improper adjustment\operation of the clutch, i.e. dragging, causing premature burning of the friction plates
 - Improper adjustment\operation of brakes
 - Improper gear engagement, i.e. engaging reverse will traveling forward

- **Improper maintenance, i.e.**
 - Lack of routine maintenance
 - Repairs performed are done so by yourself, not a professional technician or your dealer
 - Use of incorrect lubricants
 - Improper initial set up
 - Use of aftermarket parts for repair

- **The following items are not covered:**

Tires, rims, body panels, fuses, forks, shocks, gaskets, light bulbs, seats, CV Boots, oil filter, air filter, fuel filter, filters, clutch wear parts, cables, drive belt, chain, spark plug, any part made from rubber, belts, brake linings and/or pads, batteries, sprockets, external springs, clips, nuts, bolts and fasteners.

- **HANDLING OF WARRANTY CLAIMS:**

- **FOR PARTS:**

All Parts warranty issues must be processed through the dealer where your product was purchased. If you can not reach your dealer, you must produce a copy of your original invoice showing our model number, vehicle identification number and date of purchase on the invoice, as well as a copy of your

Consumer Motor Vehicle Delivery Preparation and Inspection Form before we can warranty your product directly. All defective parts must be returned to BMS for inspection and verification of defect. BMS reserves the right to decline any warranty claim based on the criteria listed in the COVERAGE AND LIMITATIONS portion of this warranty.

- **FOR ENGINES:**

All Engine warranty issues must be processed through the dealer where your product was purchased. If you can not reach your dealer, you must produce a copy of your original invoice showing our model number, vehicle identification number and date of purchase on the invoice, as well as a copy of your Consumer Motor Vehicle Delivery Preparation and Inspection Form before we can warranty your product directly. In either case, after obtaining an RMA number from BMS, you will be provided with a return shipping label. The motor must be removed from the vehicle, safely packaged and shipped to our repair facility located at the address listed below. BMS reserves the right to decline any warranty claim based on the criteria listed in the COVERAGE AND LIMITATIONS portion of this warranty.

- **WHY DO YOU WANT MY PART BACK?**

We may need your part for several reasons:

- We need to verify your replacement part is the correct one to send to you.
- We require the part back so we may monitor defective parts and notify the correct manufacturer of potential future problems or recalls.
- We need to verify that your part is in fact defective. Many times we receive parts that are not defective at all.
- Items under warranty must be sent back in order to receive free exchanges.

- **INITIAL PREPERATION AND DELIVERY ISSUES (DEALER ONLY):**

Items not covered by the warranty above may be covered under the initial set up of the vehicle if reported to BMS by the dealer as soon as the unit is uncrated. Please remember to inspect each unit, and to list all damages you see to the outside of the box on the bill of lading, as well as take photos of the damage. Drivers can be pushy, but to insure proper reimbursement and a prompt resolution, all damages must be reported to BMS, as well as the shipping company upon delivery. In most cases the driver has the ability to contact their office and request a claim number for you on the spot. Contact your sales rep for details.

- **THIS AGREEMENT AND LIMITED WARRANTY IS VOID IF ANY OF THE FOLLOWING IS TRUE:**

- THE CUSTOMER DOES NOT USE A PROFESSIONAL MECHANIC (ENGINE REPAIR SHOP, MOTORCYCLE SHOP, OR AUTO REPAIR SHOP) OR AN AUTHORIZED BMS DEALER TO ASSEMBLE AND PREP THE PRODUCT PRIOR TO OPERATION.
Proof of this is required for warranty claims.

- DAMAGE IS CAUSED BY AN ACCIDENT.
- CUSTOMER FAILS TO FOLLOW THE MINIMUM MAINTENANCE AND BREAK-IN REQUIREMENTS SUGGESTED BY THE MANUFACTURER, AND FAILS TO PROVIDE PROPER SERVICE DOCUMENTS.
- THE DAMAGE TO THE PRODUCT IS CAUSED DURING SHIPPING.
- PRODUCT IS USED IN A MANNER WHICH IT WAS NOT DESIGNED FOR.
- THE PRODUCT IS MODIFIED IN ANYWAY.
- THE PRODUCT IS USED IN RENTAL OR COMMERCIAL BUSINESS.

- **TOWING CHARGES:**

All towing and/or shipping charges incurred are the responsibility of the customer.

- **REPAIRED COMPONENTS:**

If the components are repaired under the terms of this agreement, they will be repaired or replaced with component parts of like kind and quality.

- **LABOR TO REPAIR OR REPLACE PARTS:**

BMS does not reimburse any labor cost. However BMS does provide free in house labor on defective motors and installation of defective parts that are still under their specified warranty period.

- **S&H Charges:**

- **IN WARRANTY:**

If your product is still under warranty, you must contact our office to obtain an RMA number in order to return any part for exchange, or engine for repair. In most cases, BMS will cover the shipping charge to get the defective part back to our location in the City of Industry. We will pay return shipping to you unless it is determined your part was abused, misused or damaged in any way other than a manufacturers defect. Your dealer may handle the parts exchange for you at no expense, however the option to do so is that of the dealers and we have no control over our dealers in house parts exchange policies.

- **OUT OF WARRANTY:**

Customer is to pay for parts, S&H both ways.

In all cases you must send us the part that needs to be replaced. Failure to do so may result in you getting the wrong part. We are not responsible for wrong parts sent if we do not have your part to exchange and verify correct part numbers.

- **SHIPPING POLICY:**

The following is our general shipping policy. See above for specifics of warranty shipping.

- All shipping related fees must be prepaid in full. Unless the customer is using Freight collect or has arranged his/her own freight.
- BMS will not guarantee any delivery schedule.
- BMS is not responsible for shipping delays, as we are at the will of the shipping company.
- BMS is not responsible for damages that may occur during shipping.
- BMS is not responsible for any extra cost incurred by the customer after the part has been shipped.
- BMS is not responsible for the costs of return shipping and these costs must be included with the initial part order if not under warranty. If shipping funds are not included, we will not ship the part.
- BMS is not responsible for any cancellation incurred cost. All costs that may arise due to cancellation must be paid in full, and are not refundable. (Example: If product or parts have left the warehouse and the customer cancels the order, the shipping company will charge freight, regardless of your cancellation.)

- **LIMITED WARRANTY TRANSFERABILITY:**

THIS WARRANTY IS NOT TRANSFERABLE.

- **NO IMPLIED WARRANTIES OR AGREEMENTS:**

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. BMS SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF DAMAGES, OTHER THAN THE SUMS SPECIFIED IN THIS AGREEMENT AND LIMITED WARRANTY, FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM INJURY, LOSS OF USE, LOSS OF TIME, RENTAL VEHICLES, PROFITS, OR INCOME TO THE CUSTOMER AS A RESULT OF A FAILURE OF ANY COMPONENT OR PART.

- **NO OTHER AGREEMENT:**

There are no other agreements between the parties with regards to the components purchased except as stated in this agreement & limited warranty.

- **REPLACEMENT PARTS:**

BMS reserves the right to inspect the defective part before replacing it. In some cases BMS will require the customer to send in the defective part for inspection before an exchange can be made. The inspection process could take from 2-4 business days after its arrival to the designated inspection office. BMS will decide if the part in question is defective or otherwise.

It is the responsibility of the buyer, dealer and distributor and/or end user, and not BMS, to ascertain, and obey, all applicable local, state, federal and international laws in regard to the possession, and use, of any item purchased from BMS. All equipment is sold subject to public law and any local, state or federal ordinances or international law. Dealers and end users must consult their local, state & county laws before ordering or purchasing products made or distributed by BMS. Dealer/Distributor agrees that absolutely no sales of any of our motorized products will be to minors. By placing an order, the buyer represents that the products ordered will be used in a lawful manner and that he/she is of legal age. BMS will not be held liable for the misuse of any product purchased from us or any of our distributors & dealers.

Purchaser hereby certifies that He/She is over 18 years of age. Purchaser has carefully read the foregoing and acknowledges that purchaser understands and agrees to all of the above terms and conditions. Purchaser has had the opportunity to ask any and all questions regarding this agreement and the effect of the same. Purchaser is aware that by ordering and sending payments for any item(s), purchaser assumes all risks and waives and releases certain substantial rights that the purchaser may have or possess. Purchaser therefore releases all liability and waives any and all rights the purchaser may have in regards to purchases made of product directly or indirectly from BMS.

This Agreement shall be effective and binding upon my agents and personal representatives.

All parts and engines sent in for exchange should have their assigned RMA number clearly listed on the outside of the package, and should be sent to:

Imported and distributed by BMS MOTORSPORTS, INC.