

Kikker 5150 Inc. Hardknock Warranty Registration Form

Dealer: GOKARTSUSA Date Of Purchase: _____ Original Kikker5150 Invoice # (Required) _____

Frame Number _____ Engine Number _____

Name (first) _____ (middle) _____ (last) _____

Address _____ City _____ State _____ Zip _____

Phone Number _____ E-mail address _____

WHAT WE GUARANTEE AND WHAT YOU PROMISE US

KIKKER 5150, A California Corporation, expressly warrants that each of its products is free from defects in material and workmanship under normal operating conditions and according to proper use for a period of one year from the date of original purchase. Normal operating conditions require adequate oil as well as routine care and maintenance by the purchaser of the product. Proper use means that the KIKKER 5150 product is to be used only in the manner intended for personal transportation of a single rider with proper safety equipment. KIKKER 5150 products are intended for use only with the proper safety equipment on smoothly paved, safe, dry, non-oily surfaces in accordance with local regulations during daylight hours. In express consideration for purchasers execution of the limited warranty and liability agreement, KIKKER 5150 will repair or replace any part or component, other than tires, tubes, chains, clutch and brake pads of the KIKKER 5150 product free of charge to the original purchaser who registers his/her product under the warranty program. Warranty service can be obtained by calling your local dealer or the Tech. Line at (925) 516-1188 and following the instructions given by the service representative. Shipping costs will be at the purchasers' expense. This warranty does not apply to tire wear, operation under abnormal conditions or damage to the vehicle brought on by improper use. Modification of the product shall void this express limited warranty. Purchaser herewith acknowledges: (a) KIKKER 5150 assumes no liability for any misuse of any of its products. (b) Under this limited warranty and liability agreement KIKKER 5150 shall have no obligation and the purchaser or user shall have no remedy against Kikker 5150, its officers, agents or assigns for any damages, including without limitation, incidental, consequential, special, punitive damages arising from direct or indirect injury to person or property, or any other loss, whether or not occasioned by negligence, or otherwise, on the part of KIKKER 5150 (c) Purchaser acknowledges that there is an inherent risk in the operation of motorcycles, bicycles, mopeds, and all KIKKER 5150 products, and herewith assumes the risk of any injury arising from operation of any KIKKER 5150 product. Original owner will indemnify and hold KIKKER 5150 harmless and will take full responsibility for conveying all safety warnings, instructions, and limited warranty if unit is sold, lent, or otherwise transferred to other persons and will indemnify KIKKER 5150 from any claims against it for original owners' failure to do so. THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE SHALL BE EXCLUSIVE AND THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HERIN. NOTICE: Some states do not allow the exclusion or limitation of incidental or consequential damages and some states do not allow limitation on how long an implied warranty lasts, therefore, some of the above limitations may not apply to you.

NOTICE: Violation of local vehicle codes will result in voiding of this warranty.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND EACH WARNING BY PLACING YOUR INITIALS IN EACH BOX.

- This device does not conform to all state and federal motor vehicle safety standards and is not intended for operation on public streets, roads or highways in those states.
- Safety helmet, goggles, gloves, elbow and knee pads, appropriate shoes, and bright clothing must be worn while operating this device to reduce potential of injury.
- Do not operate this device in traffic, wet, frozen, oily or unpaved surfaces. Avoid uneven surfaces, chuckholes, surface cracks, obstacles and night in conditions of darkness.
- Operator only, never carry passengers under any circumstances; doing so reduces stability and control, operator needs full use of entire riding surface.
- Pregnant persons should not use this product.
- Never use alcohol or drugs before or while operating this device. They slow reaction time and impair judgment.
- This product should not be used by minors without adult supervision.
- High speeds, jumps and trick maneuvers are dangerous and could result in loss of control and other accidents.
- When accelerating or climbing hills, you will need to lean forward, under breaking conditions you will need to lean back, to keep wheels in contact with the ground.
- Never permit a guest to use this device unless the guest has read the owners manual and all labels.
- Engine shut off switch is available in the event of throttle failure or other emergency when engine shut off is desired.
- This product should not be used by persons unwilling or unable to take responsibility for their own actions.
- Read all additional warnings and instructions before operating this KIKKER 5150 product.
- Adults Purchasing this Unit for Children, inclusive but not limited to a Parent or Guardian, assumes direct liability for injury to the child, or to third parties to whom the child entrusts the vehicle.
- Homeowners Insurance may not cover either Direct or Third Party Liability Claims Arising from Use of this or any Kikker 5150 Trademark product.
- I herewith promise not to entrust this vehicle to any child under the age of 16 (Sixteen) years of age.

WE SETTLE ARGUMENTS BY ARBITRATION ANY DISPUTES HEREUNDER WILL BE RESOLVED THROUGH BINDING ARBITRATION IN THE COUNTY OF CONTRA COSTA. STATE OF CALIFORNIA, ACCORDING TO CALIFORNIA CODE OF CIVIL PROCEDURE, B1280 ET SEQUITUR. THE PREVAILING PARTY SHALL RECOVER ALL COSTS AND ATTORNEYS FEES. PURCHASER, BY SIGNING AGREES TO ARBITRATE ALL DISPUTES. (Purchasers Initials required) NOTICE: BY SIGNING BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND THAT YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING BELOW YOU GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. You should feel free to consult an attorney before signing this limited warranty and liability agreement. I have read understood and agreed to be bound by the limited warranty and liability agreement above and agree to submit disputes arising out of matters included in the arbitration of disputes provision to neutral arbitration.

I hereby state I am over 18 years old and have read and understand the above statements –

Name _____ Signature _____ Date _____

Send Warranty Registration Form to: Kikker 5150 Inc. 2420 Sand Creek Rd. #151 Brentwood, CA. 94513 USA

