

AMERICAN SPORTWORKS LIMITED WARRANTY

American SportWorks (hereinafter referred to as "ASW") hereby warrants to the original purchaser that the frame components of new ASW recreational vehicles will be free from defects in material and workmanship. The period of warranty is thirty (30) days from date of purchase for the component parts (except as noted below), and ninety (90) days from the date of purchase for the frame. ASW, if notified of a defect in material or workmanship during the period of warranty, will repair or replace, at its option, defective parts at no charge, other than the reasonable cost for the transportation of the component(s). ASW will also agree to pay reasonable charges for labor, if necessary, to perform a warranty repair. Proof of Purchase must be provided to an approved ASW service center before any warranty work is performed.

The original purchaser must operate the vehicle and maintain the vehicle in accordance with the instructions provided in the Operator's Manual, the supplements hereto, and labels affixed to the vehicle. Additionally, within the (10) days of the discovery of an alleged defect, the original purchaser must provide written notification to: ASW's Customer Service Department at 4404 Engle Ridge Drive, Fort Wayne, IN 46804. The repair or replacement of any part or parts under this Limited Warranty shall not extend the term of the warranty beyond the original term as set forth above.

General Exclusions: This limited warranty does not cover component failure or damage caused by any of the following: abnormal strain or stress, neglect; abuse; improper assembly of components which were supplied in the factory sealed carton after the vehicle left ASW; improper maintenance, improper use of the vehicle, including, but not limited to racing, jumping, stunt driving, or any other uses prohibited by the Operator's Manual. Additionally, this warranty does not cover component failure or damage to vehicles which are leased or rented, or vehicles which are used at a concession track.

Specific Exclusions: This limited warranty does not apply to components, which are subject to normal wear and tear. These items include, but are not limited to, the tires, brakes, throttle, shift, and brake cables, drive belt, the torque converter system, chain, seat, lights, fasteners, decals, or cosmetic body panels and natural discoloration of material due to ultraviolet light. Downtime, pick-up and delivery charges are not covered by this warranty. This warranty does not apply to the engine, which is covered by its manufacturers warranty.

ASW MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITATIONS SPECIFIED IN THE WARRANTY ABOVE ARE HEREBY DISCLAIMED BY ASW AND EXCLUDED FROM THIS WARRANTY. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE. SOME STATES DO NOT ALLOW A MANUFACTURER TO EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES AND, THEREFORE, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST, IT IS POSSIBLE THAT THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.