

## **WARRANTY**

### **Goldenvale Inc.**

Goldenvale Inc. Limited Warranty on all Roketa brand Motorized Vehicles.

6 months warranty for internal engine parts of on-the-road vehicles, 3 months warranty for internal engine parts of the off-road vehicles, and 30 days limited manufacturer's warranty for all other parts. In no event will Goldenvale/Roketa be liable for shipping damages, missing or loss by shipping or trucking company, lost revenue, lost wages, lost savings, or any other incidental or consequential damages arising from purchase, use or inability to use of the product. Goldenvale/Roketa is not responsible for any damages arising from misuse, natural or personal disasters, or any repair or modifications not done by Goldenvale/Roketa.

Dealers and distributors are responsible for shipping charges incurred from shipping replacement parts to your customer under warranty. Warranty does not cover shipping damages, misuse, abuse, or other reasons except for manufacturer's defects.

All warranty must be handled through the dealer where you purchased your products.  
No exchange on vehicles/Units, warranty will cover parts only.

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

Engine long block assembly, including all internal lubricated parts, i.e. Rings, pistons, pins, crankshaft and, main bearings, the connecting rods, and rod bearings, camshaft bearings, timing chain gears, rocker arms, valve springs, valve guides, valve seats, valve push rods, valve lifters, and oil pump. Additionally, the engine head(s), engine block and cylinder barrels will be covered if they are solely as a result of the mechanical failure of one or more of the internal lubricated components specified above. The Cooling system must be in good working order including cooling fans. Accessory items, including but not limited to electrical components of all types (distributor, alternator and all sensors and electrical control devices), fuel systems, gaskets, seals, filters, mounts linkage and fluids are not covered by this agreement.

**TRANSFER CASE:** All internal lubricated parts contained within the transfer case. The transfer case itself will be covered if damage solely as a result of the mechanical failure of one or more of the internal lubricated components contained within the transfer case. Accessory items, including but not limited to, U-joints, electrical components, linkage, seals, gaskets, mounts or fluids are not covered by this Agreement.

**DIFFERENTIAL:** All internal lubricated parts contained within the drive axle housing case. The drive axle housing itself if damaged solely as a result of the mechanical failure of one or more of the internal lubricated components contained the drive axle housing. Accessory items, including but not limited to, backing plates, all brake system components, cables, controls, linkage, vents, pumps, U-joints, electrical controls, mounts, seals, gaskets, and fluids are not covered by this Agreement.

**TRANSMISSION (Automatic or Standard):** All internal lubricated parts contained within the transmission case. The transmission case itself if damaged solely as a result of mechanical failure of one or more of the internal lubricated components contained within the transmission case. The Complete hydraulic system must be flushed including integral transfer case, oil cooler, lines, and new filter(s) installed. Accessory items, including but not limited to, modulators, governors, electrical controls, linkage, mounts, seals, gaskets, and fluids are not covered by this agreement.

**COVERAGE AND LIMITATIONS:** You must have a professional mechanic (any small engine repair shop, motorcycle shop, or local auto repair shop) or an authorized Goldenvale Dealer assemble your new motorized vehicle and do the prep work to assure your is in good working condition. You will need to

provide proof of this when filing a warranty claim, so keep your receipts. Subject to the limitations stated in this agreement, Goldenvale agrees (at its sole discretion and election) 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.

**The following items are not covered under any circumstance.**

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, fasteners, frame, All electrical components.

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

- THE ENGINE OIL NOT CHANGED WITHIN 3 HOURS OF USE. OR THE COOLING SYSTEM NOT FILLED PROPERLY.
- THE CUSTOMER DOES NOT USE A PROFESSIONAL MECHANIC (SMALL ENGINE REPAIR SHOP, MOTORCYCLE SHOP, OR AUTO REPAIR SHOP) OR AN AUTHORIZED GOLDENVALE DEALER TO ASSEMBLE AND PREP THE PRODUCT PRIOR TO OPERATION. Proof of this is required for warranty claims.
- THE DAMAGE TO THE COMPONENT IS CAUSED BY AN ACCIDENT.
- THE 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 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:** Goldenvale does not pay or reimburse any labor cost under any circumstances.

S&H Charges and WHO pays:

**IN WARRANTY:** If your product is still under warranty you may return any part for exchange, at your expense, to our Ontario California Distribution center. Your dealer may handle the parts exchange for you at no expense to you however the option to do so is that of the dealers and we have no control of a dealers in house parts exchange policies.

**Out of warranty:** Customer is to pay for parts, S&H both ways and all labor charges.

All parts sales are final. No exchange and no refund.

In all cases you must send us the part that needs to be replaced. Failure to do so may result in your 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 shipping policy.

- Goldenvale shall be noticed of shipping damage/within 24 hours of arrival
- All shipping related fees must be prepaid in full. Unless the customer is using Freight collect or has arranged his/her own freight.

- Goldenvale can not guarantee delivery schedule.
- Goldenvale is not responsible for shipping delays.
- Goldenvale is not responsible for damages occurred during shipping.
- Goldenvale is not responsible for any extra cost incurred by the customer after the part has been shipped.
- Goldenvale is not responsible for return shipping costs and these costs must be included with the initial part order. If shipping funds are not included the part will not be shipped.
- Goldenvale is not responsible for any cancellation incurred cost. All incurred cost due to cancellation must be paid in full and is not refundable. (Example: If product or part has left the warehouse and the order is cancelled. The shipping company will charge freight whenever the product leaves our warehouse.)

**Why do you need my part?** We 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 or 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 send parts back to get free exchanges.

**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. GOLDENVALE 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 OR DEATH, 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 PART:** Goldenvale reserves the right to inspect the defective part before replacing it. In some cases Goldenvale will require customer to send in the defective part for inspection before exchange can be made. The inspection process might take from 2-4 business days after its arrival to the designated inspection office. Goldenvale will decide if the part in question is defective or otherwise. Goldenvale does not reimburse shipping fee.

It is the responsibility of the buyer, dealer and distributor and/or end user, and not Goldenvale Inc., to ascertain, and obey, all applicable local, state, federal and international laws in regard to the possession, and use, of any item purchased from Goldenvale Inc.. All equipment is sold subject to public law 90-351, title III, U.S.D., Section 2511, and any local, state or federal ordinances or international law. Dealers and end users must consult their local, state & country laws before ordering or purchasing products made or distributed by Goldenvale Inc.. 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. Goldenvale Inc. will not be held liable for the misuse of any product purchased from us or any of our distributors & dealers.

Purchaser hereby agree to release and forever discharge Goldenvale Inc. and their agents, servants,

employees, officers, directors, trustees and all other persons or entities acting on their behalf, from any and all claims, actions, damages, liability, costs or expenses and attorney fees which are related to, arise out of, or are in any way connected to the participation or use of the equipment or property supplied by Goldenvale Inc. or my presence upon the premises, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence of the seller or the manufacturer or distributor. By this Agreement, it is my intention to surrender and waive any rights to sue or exercise any legal right to seek damages from Goldenvale Inc. and their agents, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf.

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 purchaser may have or possess. Purchaser therefore releases all liability and waives any and all rights purchaser may have in regards to purchases made of product directly or indirectly from Goldenvale Inc. This Agreement shall be effective and binding upon my heirs, agents, personal representatives and assigns.