



SECTION 1

WARRANTY

1.1 Limited Warranty. RPW USA Products shall be free from defects in materials, workmanship and the exterior visible (excluding rust) for a period of 365 days from date of purchase from authorized dealer.

SECTION 2

LIMITATIONS

2.1 Original Purchaser. The rights conferred by this Warranty are exercisable only by the original U.S.A. or Canadian retail purchaser of Product(s) returned as defective, and are not transferable to any successor owner or other party.

2.2 Intended Use. This Warranty shall apply only to Products that have been properly installed on the original motorcycle or vehicle for which the Product was intended for use. This Warranty shall not apply to Products that have been altered or modified in any way, or have been repaired by other than factory authorized personnel.

2.3 Repair, Replace or Refund. RPW USA shall have the right at its sole, absolute and unrestricted discretion to repair or replace any Product returned under the terms of this Warranty or, alternatively, to refund the original retail purchase price paid by the Customer (subject to verification of amount not to include applicable sales taxes, freight or handling charges) for such Product at any time.

2.4 No Implied Warranties. RPW USA DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.
THE SOLE OBLIGATION OF RPW USA UNDER THIS LIMITED WARRANTY SHALL BE

TO REPAIR OR REPLACE THE PRODUCT, OR TO REFUND THE PURCHASE PRICE, IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN. RPW USA EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR, ANY OTHER GENERAL, SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES (AND EXPRESSLY DISCLAIMS ANY DAMAGES FROM LOST PROFITS) WHICH MAY RESULT FROM ANY BREACH OF PROMISE OR WARRANTY, OR MAY OTHERWISE ARISE OUT OF THE USE OR INABILITY TO USE ANY RPW USA PRODUCT. ANY WARRANTIES WHICH ARE IMPLIED, AND WHICH CANNOT BE DISCLAIMED, SHALL BE LIMITED IN DURATION TO A TERM OF ONE YEAR FROM THE DATE OF ORIGINAL RETAIL PURCHASE.

Cost of removal and installation of Products are not included as part of this Warranty; buyer assumes sole responsibility for such removal and installation costs.

2.5 Return of Products; Procedure. Products returned to RPW USA must be sent (after complying with the RMA # procedure described immediately below) at customer's sole expense along with adequate proof of purchase: e.g., original purchase receipt or equivalent (see below). RPW USA reserves the right to determine whether the customer has complied with, and thus met, the terms of this Warranty. In the event such terms have not been met, RPW USA shall be under no obligation to honor any claim under this Warranty.

To submit a Warranty claim, the consumer must first call RPW USA's technical support at and receive a return authorization number ("RMA #"). Any defective Product must thereafter, in a reasonably prompt manner, be returned directly to RPW USA together with: (1) the original dated sales receipt (or equivalent reasonably acceptable to RPW USA's management); (2) the RMA # clearly written on the outside of the package; and (3) all mailing and/or freight charges prepaid. Please note RPW USA accepts no responsibility for Products damaged in transit, so please pack carefully. Products shall be returned to the following address:

RPW USA
Attn: Product Warranty
PO Box 387, 526 Virginia Avenue
North Bend, OR 97459

2.6 Sound Not Warranted. Please note sound quality and sound level are not warranted. Please do not return your system or muffler if you do not like the sound.

Other Limitations. This Warranty shall not apply, or extend, to the following situations:

If the Product has been modified or altered in any way;

If the Product has been otherwise subjected to custom or modified applications;

If the Product has been subjected to unintended adverse conditions, such as misuse, neglect, accident, improper installation or adjustment, contaminants, corrosion or repair by non-RPW USA authorized personnel.

This Warranty does not include the cost of removal or reinstallation of any Product, and does not apply if any Product has been damaged by accident, abuse, misuse or misapplication. Any modification to any Product or its intended use voids this Warranty. No person or representative, other than RPW USA's management, is authorized to extend, modify, alter or in any other manner change any of the terms or conditions of this Warranty. Some states do not allow limitations on how long an implied warranty may last, nor do they allow the exclusion of limitations, or the exclusions of incidental and/or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may have other rights that vary from state to state.

2.7 Warranty Cancellation. This Warranty provided herein shall be null and void in any of the following situations:

The Product has been repaired by someone other than RPW USA's factory authorized personnel;

Not Original Owner: If any buyer is unable to provide adequate proof of purchase (original receipt or invoice); this Warranty is exercisable only by the original U.S.A. or Canadian retail purchaser of Product(s) and is not transferable to any successor owner or other party.

2.8 Precedence. This Warranty replaces all previous warranties, whether express, implied or oral.

2.9 Severability in the Event of Partial Invalidity. If any provision of this Warranty is determined, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the remaining terms of this Warranty shall be considered severable and remain in effect.

2.10 Appropriate Law and Venue. The laws of the State of Oregon shall govern the interpretation and enforcement of this Warranty, except that the terms of the Federal Arbitration Act shall govern the procedural aspects and enforcement of Section 2.11 hereof. Moreover, subject to Section 2.11, any proceeding to enforce, interpret or contest any term of this Warranty shall be brought and maintained in Coos County, Oregon, as well as any proceeding to compel arbitration and/or and the prevailing party in any such proceeding shall be awarded its reasonable attorneys fees and expenses. The term "prevailing party," in this context, shall mean the party who substantially obtains or defeats the relief sought as the case may be, whether by settlement, judgment, dismissal or abandonment by the other party of its claims and/or defenses.

2.11 Arbitration of all Disputes. Any disputes arising out of the sale of Products covered by this Warranty, and/or claims related to the scope, interpretation or enforcement of this Warranty, shall be determined by binding arbitration in Coos County, Oregon, to be administered and heard before the United States Arbitration and Mediation of Oregon (USA&M) pursuant to USA&M Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator shall, in the award, allocate all the costs of the arbitration (and the mediation, is applicable), including the fees of the arbitrator and the reasonable attorneys fees and costs of the prevailing party who did not prevail.

**EXHIBIT A
QUALIFYING PRODUCTS**

Qualifying Products

RPW USA Victory Pipes, RPW USA Kawasaki Pipes, RPW USA Harley Pipes

1 Normal “blueing” can occur beneath the heat shield. This is not covered under this Warranty.

EMISSIONS NOTICE

California does not permit the use of aftermarket exhaust systems that remove original equipment catalysts unless a California Air Resources Board (CARB) Executive Order has been issued.

RPW USA has not obtained CARB approval and until CARB approval is obtained, exhaust systems that remove original equipment catalysts are legal in California for racing use only.

MERCHANDISE RETURNS:

A Return Merchandise Authorization (RMA) is required for all items. Call to request an RMA number. No freight or restocking fee will be charged on returned goods found to be defective or not as ordered; returns for any other reason will be charged a 20% restocking fee. All returns must be shipped back with all components of the original part included; failure to do so will result in the part being shipped back to the customer at the customer’s expense. All sales are final on discontinued and closeout items. All returns are subject to inspection for determination of credit. Mark RMA the number prominently on the outside of the package and send freight prepaid to ROGUE PIPE WORKS USA – RPW USA. | 526 Virginia Avenue | North Bend, OR USA 97459. Returns received without the correct RMA will be returned to the customer at their expense.