

Warranty

To obtain service under this warranty, the original Consumer Purchaser should immediately contact the dealer where the Engine was purchased. The dealer will then contact S&S® Cycle, Incorporated (the "Company") for a determination as to whether the defect in the Engine or part is covered by this warranty.

THE DEALER OR SERVICE PROVIDER MUST RECEIVE AUTHORIZATION FROM THE COMPANY BEFORE PROVIDING SERVICE UNDER THIS WARRANTY.

In the event that the Company determines the Engine or part must be returned to the Company for evaluation or service, the Company will provide the dealer with a Return Authorization Number to put on the shipping container for identification.

The original Consumer Purchaser or dealer must clean and properly package the Engine or part so as not to cause further damage and return the Engine or part, shipping costs prepaid, to the Company. The Return Authorization Number must be clearly visible on the outside of the shipping container. If the Engine or part must be cleaned prior to warranty inspection the cost of cleaning will be charged to the original Consumer Purchaser or dealer.

The original Consumer Purchaser or dealer must also send to the Company a detailed explanation of the relevant facts concerning the nature of the problem, the specific use of the Engine, and the circumstances giving rise to the defect or problem.

If it is not practicable to contact the dealer for warranty service, the original Consumer Purchaser may contact the Company at the following address, telephone number, fax number or e-mail address:

S&S® Cycle, Incorporated Attention: Customer Support 14025 Cty Hwy G Viola, Wisconsin 54664 Phone: 608-627-8324 • Fax: 608-627-1488 Email: <u>sstech@sscycle.com</u> • Direct Phone: 608-627-TECH (8324)

LIMITED WARRANTY FOR EXHAUST SYSTEMS AND COMPONENTS

Limited Warranty

S&S Cycle, Inc. (the "Company") warrants to the original purchaser that each new product manufactured and assembled by the Company will be free, under normal use and maintenance, from significant manufacturing defects in materials and workmanship for one (1) year, subject to the following exceptions, exclusions, obligations, and limitations. All warranty periods shall begin from the date of purchase by the original retail customer or date of installation, whichever comes first.

LIMITED WARRANTY STANDARD PARTS

Who Is Covered By This Warranty?

This warranty covers only the original Consumer Purchaser of these parts and is not transferable.

What Does This Warranty Cover?

S&S® Cycle, Incorporated (the "Company") warrants these parts to be free from defects in material and workmanship. If the parts become defective during the warranty coverage period, the Company will, at its option, repair or replace any, or all, defective parts. Repair or replacement of defective parts is the sole and exclusive remedy.

With the exception of electrical and electronic components, the warranty coverage remains in force for a period of twelve (12) months from the date that the original Consumer Purchaser buys the parts. Electrical and electronic components are covered by a warranty duration of six (6) months. However, warranty coverage will automatically terminate if the original Purchaser sells or otherwise transfers all or any portion of the purchased parts.

What Is Not Covered By This Warranty?

The Company shall not pay or be responsible for the cost of shipping the defective parts to the Company for service under this warranty, nor will the Company pay for the cost of labor to remove and/or replace the defective parts.

Moreover, the Company shall have no obligation under this warranty in the event that the parts become defective in whole or in part as a result of improper assembly, installation, break-in, maintenance, or use, or any other misuse or mistreatment of the parts, including, without limitation, operation of the parts with fuels, oils or lubricants not conforming to specifications published by the Company or continued operation of the parts after a defect or malfunction occurs or is identified or suspected.

The Company shall have no obligation under this warranty for defects in parts with a powdercoat finish, when that option is selected, if the defects are caused by, but not limited to, negligence of

parties other than the Company; an accident; ordinary wear and tear; assembly or disassembly; power washing; natural occurrences like stone chips; bead blasting; improper maintenance including the use of any harsh cleaning agent, chemical or solvent; and salt or other substances used on streets and highways for maintenance and safety.

The Company provides touch-up paint with powdercoated parts. It is the customer's responsibility to repair minor finish damage to prevent or inhibit further deterioration.

It is the responsibility of the original Consumer Purchaser to cease operation as soon as a defect or malfunction is identified or suspected. The failure to cease operation once a defect or malfunction exists can cause substantial damage to the Company's parts that could otherwise be avoided.

In addition, the Company shall have no obligation under this warranty for parts defects caused by alteration including, but not limited to, polishing; powdercoating; painting; removing or reconfiguring any components; modification, repair, or unauthorized service.

The Company shall have no obligation under this warranty if the parts are used in racing or similar competitive activities. The Company shall have no obligation under this warranty when a competition application, including but not limited to a turbocharger, supercharger or nitrous oxide, is used with the Engine. Further, the Company shall have no obligation under this warranty for any parts that are included in a Competition Package Option offered by the Company since the Package is for use in racing and similar competitive activities.

THE COMPANY SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THESE PARTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

Return Policy

Shipments must be inspected by the customer immediately upon receipt to insure they are complete and undamaged. If damaged parts are discovered, an immediate claim must be made with the carrier. S&S must be notified within five (5) working days of the receipt of a shipment that has been determined to have shortages or contain incorrect or defective parts. It is advisable to phone S&S as soon as possible as issues can frequently be resolved more quickly over the phone.

The following requirements must be satisfied to receive credit, a refund, or to exchange merchandise.

1. Call S&S to obtain a Return Authorization (RA) number before the parts are returned. The RA number must be visible and clearly written on the container.

- 2. Return the parts to S&S within 10 days.
- 3. Package the parts to prevent any damage occurring during shipping. If parts being returned to S&S are damaged in transit because of inadequate packaging, they will be returned to the customer at the customer's expense. Repackaging parts using S&S containers does not always ensure the items are packaged properly. S&S original containers may be reused but good judgment must be applied to determine if additional protection is required.
- 4. All returns must be sent to S&S insured and prepaid. No CODs will be accepted.
- 5. All returns must be accompanied by a copy of the original invoice of purchase and a note explaining in sufficient detail the reason for the return. The Return Authorization number must be visible and clearly written on the container and the explanatory note.
- 6. Under no circumstances are damaged, altered, rusty, used or otherwise un-saleable parts eligible to be returned for credit. S&S will not issue an RA number for anything altered, used, unpackaged or deemed obsolete by S&S. S&S will also not issue an RA for anything invoiced over one year old.

Upon acceptance of the returned parts by S&S under the requirements described above, the customer will be charged a minimum restocking fee equal to 20% of the total value of the parts.