

5 WARRANTY

Identification Numbers Record.

Vehicle's Product Identification Number _____

Engine Serial Number _____

Transmission Serial Number _____

Record your Vehicle's Product Identification Number, Engine Serial Number and Transmission Serial Number in the spaces provided to assist you in ordering spare parts or for reference in case the ATV is stolen.

RECREATIVES INDUSTRIES, INC. LIMITED CUSTOMER WARRANTY POLICY

Limited Warranty. Recreatives Industries, Inc. ("RI") warrants that the products manufactured by it are free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of purchase by the original purchaser, OR 500 HOURS USE, WHICHEVER OCCURS FIRST, which is not transferable.

Engines sold with each new All-Terrain Vehicle are warranted by the engine manufacturer to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of purchase by the original purchaser. See the engine manufacturer's warranty for specific details.

If during the warranty period the Product becomes defective under normal use and service, RI will, without charge, as its sole obligation and owner's exclusive remedy, repair or, at its option, replace with a new or reconditioned part, any part found defective.

This warranty does not cover defects, damage, or deterioration due to normal use, wear and tear, or exposure; normal maintenance services; replacement of service items; deterioration of upholstery, trim or appearance items; damage or defect due to misuse, alteration, negligence, or accident; or any Product modified or operated contrary to the instructions in this Operator's Manual. Rental machines are not covered by warranty.

RI shall not be liable for any loss or damage by reason of its failure to discover, repair, report, or modify latent defects inherent in the design of any Product.

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY RI APPLICABLE TO NEW PRODUCTS MANUFACTURED BY IT. NO PERSON IS AUTHORIZED TO CREATE ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT. THIS WARRANTY IS IN LIEU OF, AND RI EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

ARISING BY OPERATION OF LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.1.1 WARRANTY

Limitation of Liability. THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER SHALL BE THOSE SPECIFICALLY SET FORTH IN THE WARRANTIES SECTION HEREOF. THE MAXIMUM LIABILITY OF RI FOR ANY AND ALL CLAIMS ARISING DIRECTLY OR INDIRECTLY, WHETHER OR NOT OCCASIONED BY ITS NEGLIGENCE, SHALL NOT IN THE AGGREGATE EXCEED THE PURCHASE PRICE OF THE PRODUCT. RI SHALL NOT BE LIABLE FOR LOSS OF USE OF PRODUCTS, LOSS OF TIME, INCONVENIENCE, TOWING, RENTAL OR SUBSTITUTE TRANSPORTATION, COMMERCIAL DAMAGES, LOSS OF BUSINESS OR PROFIT OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE FOREGOING CONSTITUTES THE SOLE LIABILITY OF RI AND THE EXCLUSIVE REMEDY OF CUSTOMER WHETHER OR NOT BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT, OR ANY OTHER COURSE OF ACTION.

Indemnification. RI does not warrant that the Products comply with any or all federal, state, municipal, or other governmental statutes, laws, or regulations, and the owner assumes all risk and liability whatsoever resulting from the use of the Products. RI has no control over, and is not responsible for, the manner in which the Products will be used by the Owner. The Owner assumes all responsibility for any and all sums which RI and/or the owner may be obligated to pay including, without limitation, for bodily injury or property damage, caused by or resulting directly or indirectly from the use of the Products and indemnifies and holds RI harmless from and against any and all actions, claims, and demands arising out of or in any way connected with the use of the Products.

Governing Law and Jurisdiction. “By using the Product, Owner hereby understands and agrees that any dispute which arises between the parties shall be governed by and construed under the laws of the State of Florida without reference to provisions of conflict of laws. The federal and state courts of the County of Manatee, State of Florida, shall have exclusive jurisdiction to adjudicate any dispute between the parties. The parties hereto each consent to: (I) the personal jurisdiction of the courts in the County of Manatee, State of Florida, and (II) service of process being effected upon it by registered mail sent to the following address:”

Recreatives Industries, Inc.
1936 59th Terrace East
Bradenton, Florida 34203 USA

Notes:

1. Warranty may be offered on ex-demonstrator vehicles; in no case will this exceed 30 days from the date of resale.
2. Items not covered by this warranty:
 - Battery (manufacturer’s warranty applies)
 - Tires (manufacturer’s warranty applies if available)

- Bent or broken axles or wheels (damage of this kind indicates that the vehicle was operated in an overloaded condition, or under conditions or in a manner in which the vehicle was not designed for).
 - Vehicles or components damaged or lost during shipment.
 - Normal maintenance or adjustments to the vehicle.
 - Normal replacement of service items, such as air and oil filters, chains and bearings.
 - Accessory items not supplied or manufactured by RI.
 - Damages resulting from:
 - Misuse, accident, theft or fire.
 - Use of improper or insufficient fuel, fluids or lubricants.
 - Use of parts or components which were not supplied by RI.
 - Any modification, alteration, tampering or any improper repair performed by any party.
3. It is the customer's responsibility to transport the ATV to the closest MAX dealer for warranty service. Any parts required for warranty that are not in the dealer's inventory will be shipped to the servicing dealer via UPS Ground or USPS priority mail at RI's discretion.
 4. Products which RI determines violate such warranty shall be returned to the BUYER at the BUYER'S expense.
 5. This shall constitute the complete and only warranty given by RI and except as specifically set forth in the foregoing paragraphs, RI shall not, in any event, be liable for any losses, damages, or costs, whether special, incidental, consequential or otherwise, in any way related to any vehicle or its sale.
 6. The above warranty is exclusive, and RI hereby expressly disclaims all other warranties, expressed or implied, including those as to the merchantability, and/or fitness for a particular purpose. Only the warranty expressed in this Warranty Policy shall apply and no distributor, dealer, corporation, or individual is authorized to amend, modify or extend this warranty in any way on resale.

MANUFACTURER:

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Bradenton, Florida 34203 USA
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Website: www.maxatvs.com