

## **EVAPORATIVE EMISSION WARRANTY**

# ASW, LLC Evaporative Emission Control System Warranty Statement

#### YOUR WARRANTY RIGHTS AND OBLIGATIONS

The U.S. Environmental Protection Agency and **ASW, LLC** are pleased to explain the evaporative emission control system warranty on your 2018 Off-Road Vehicle. New off-road vehicles must be designed, built and equipped to meet U.S. EPA standards. ASW, LLC must warrant the evaporative emission control system on your vehicle for 24 months, provided that there has been no abuse, neglect or improper maintenance of your vehicle.

Your evaporative emission control system includes parts such as the fuel tank, fuel cap, fuel line and fuel fittings. Where a warrantable condition exists, ASW, LLC will repair your vehicle at no cost to you, including diagnosis, parts and labor. If an evaporative emission-related part on your vehicle is defective, the part will be repaired or replaced by ASW, LLC. This is your evaporative emission control system DEFECTS WARRANTY.

NOTICE! The exhaust emission control system, on this vehicle is warranted by the engine manufacturer. Reference your engine owner manual for more information related to the exhaust emission warranty.

NOTICE! Use of any ASW, LLC vehicle in any type of competitive event completely and absolutely voids this and all other warranties offered by ASW, LLC.

#### OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. ASW, LLC recommends that you retain all receipts covering maintenance on your vehicle, but ASW, LLC cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance. You are responsible for presenting your vehicle to the ASW, LLC dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. As the vehicle owner, you should be aware that ASW, LLC may deny your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you use your vehicle in any type of competitive event, this warranty is immediately and completely void. If you have any questions regarding your warranty rights and responsibilities, you should contact ASW, LLC, 2499 S 600 E, Suite 102, Columbia City, IN 46725 (800-643-7332) or the U.S. Environmental Protection Agency, 2000 Traverwood Drive, Ann Arbor, MI 48105.

#### **ASW, LLC**

#### **Limited Warranty on Evaporative Emission Control System**

#### YOUR WARRANTY RIGHTS AND OBLIGATIONS

ASW, LLC warrants that each new 2018 off-road vehicle utilizing the ASW, LLC Evaporative Emission Components:

- A. is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency, and;
- **B.** is free from defects in material and workmanship which cause such vehicle to fail to conform to applicable regulations of the United States Environmental Protection Agency for the periods specified above.
- I. Coverage. Warranty defects shall be remedied during customary business hours at any authorized ASW, LLC dealer located within the United States of America in compliance with the Clean Air Act and applicable regulations of the United States Environmental Protection Agency. Any part or parts replaced under this warranty shall become the property of ASW. LLC.
- II. Limitations. This Evaporative Emission Control System Warranty shall not cover any of the following:
  - A. Repair or replacement as a result of
    - (1) accident,
    - (2) misuse.
    - (3) repairs improperly performed or replacements improperly installed,
    - (4) use of replacement parts or accessories not conforming to specifications set forth by ASW, LLC, which adversely affect performance and/or
    - (5) use in competitive racing or related events.
  - B. Inspections, replacement of parts and other services and adjustments required for required maintenance.
  - C. Any vehicle equipped with an odometer or hour meter on which the odometer mileage or hour meter reading has been changed so that actual mileage cannot be readily determined.

#### III. Limited Liability.

A. The liability of ASW, LLC under this Evaporative Emission Control System Warranty is limited solely to the remedying of defects in material or workmanship by an authorized ASW, LLC dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the vehicle or transportation of the vehicle to or from the ASW, LLC dealer. ASW, LLC shall not be liable for any other expenses, loss or damage, whether direct, incidental, consequential or exemplary arising in connection with the sale or use of or inability to use the ASW, LLC vehicle for any purpose.

### **ASW, LLC**

#### **Limited Warranty on Evaporative Emission Control System**

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

- **B.** No express evaporative emission control system warranty is given by ASW, LLC, except as specifically set forth herein. Any evaporative emission control system warranty implied by law, including any warranty of merchantability or fitness for a particular purpose, is limited to the express evaporative emission control system warranty terms stated in this warranty. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.
- C. No dealer is authorized to modify this Limited Evaporative Emission Control System Warranty issued by ASW, LLC.
- IV. Legal Rights. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- V. This warranty is in addition to the ASW, LLC limited vehicle warranty.
- VI. Additional Information. Any replacement part that is equivalent in performance and durability may be used in the performance of any maintenance or repairs. However, ASW, LLC is not liable for these parts. The owner is responsible for the performance of all required maintenance. Such maintenance may be performed at a service establishment or by any individual. The warranty period begins on the date the off-road vehicle is delivered to an ultimate purchaser.