

# **Warranty Agreement**

This warranty agreement is between B-Claw Inc., dba Kayo USA (hereafter referred to as Kayo) and its wholesale clients (hereafter referred to as Dealer). 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. Dealer agrees to enter into this agreement by purchasing from Kayo.

## **Warranty Period & Coverage**

This warranty starts on the date that the unit is sold to Dealer's customer or 2 months after receiving at Dealer's location whichever comes first.

Parts are covered under this warranty to be free from manufacturer defects. During the warranty period, Kayo will cover parts and labor. Labor rate reimbursed will be determined by the Flat Rate Labor Reimbursement Guide (Appendix I). All labor reimbursements will need prior approval and is at the discretion of Kayo

Kayo does not cover freight to send back defective parts or ship out replacement parts (with exception of the "48 hour rule"-Appendix II).

All dealers are required to extend this factory limited warranty their retail customers at minimum. Dealer may offer a warranty that exceeds this one or extend at their own discretion and cost. It is Kayo policy to offer a three strike rule. After the third strike Dealer will no longer be authorized to purchase, sell, or advertise any of Kayo products.

## Warranty coverage:

- 12 Months Limited Engine/Transmission Warranty
- 12 Months Limited Chassis/A-Arm/Swing Arms/Suspension/Brake Warranty
- 90 Days limited Electrical system/Battery Warranty
- 30 Days fuel system warranty

Normal wear and tear parts (Appendix III) are not covered under this warranty.

Warranty requests on any of these items may be submitted for review to Kayo warranty/parts department. If a wear and tear part is deemed defective by Kayo, the part will be covered under warranty.

### **Warranty Limitations**

Selling a unit in crate to retail customer without set-up by a professional mechanic will void the factory limited warranty.

Damage caused by the following is not covered under this warranty.

Unavoidable natural disasters, fire, collision, theft, improper storage or transportation, negligence of the periodic maintenance, improper use, racing, jumping, improper repair, adjustment or maintenance, repairs and adjustments not done by Kayo dealers, use of non-genuine Kayo parts, using the product for commercial use, unauthorized modification made to the product, operation of the vehicle when it is overheating, or installing performance parts or components on the vehicle that change the original engineering. The Factory Limited Warranty does not cover damage caused by, or resulting from, any other reason besides a manufacturer's defect.

I have read and agreed to the B-Claw/Kayo Warranty Agreement by signing below.

Print Name (Dealer Representative)	Dealership	
Signature (Dealer Representative)	Date	

# Flat Rate Labor Reimbursement Guide \*R&R= Remove & Replace

**APPENDIX I** 

Warranty code	Vehicle Type	Job Description	Flat Rate	
OFF-ROAD Engine Repair				
OFF-001	Off-road	Carb R&R	\$15	
OFF-002	Off-road	Intake Manifold R&R	\$15	
OFF-003	Off-road	Stator Magneto R&R	\$20	
OFF-004	Off-road	Cylinder Head R&R	\$20	
OFF-005	Off-road	Valve R&R	\$20	
OFF-006	Off-road	Cylinder	\$20	
OFF-007	Off-road	Piston/Piston rings	\$20	
OFF-008	Off-road	Starter	\$15	
OFF-009	Off-road	Variator/Clutch	\$20	
OFF-010	Off-road	Exhaust	\$15	
OFF-011	Off-road	Complete engine	\$50	
OFF-ROAD Electrical Repair				
OFF-012	Off-road	CDI replacement	\$5	
OFF-013	Off-road	Coil replacement	\$10	
OFF-014	Off-road	Starter relay replacement	\$15	
OFF-015	Off-road	Regulator rectifier replacement	\$10	
OFF-016	Off-road	Turn signal relay replacement	\$10	
OFF-017	Off-road	Switch assembly replacement (left or right)	\$15	
OFF-018	Off-road	Brake light switch replacement	\$10	
OFF-019	Off-road	Wire harness replacement	\$25	
OFF-020	Off-road	Head light assembly replacement	\$10	
OFF-021	Off-road	Tail light assembly replacement	\$10	
OFF-022	Off-road	Diode/Switch replacement	\$15	
OFF-ROAD Brake Repair				
OFF-023	Off-road	Caliper replacement	\$15	
OFF-024	Off-road	Brake line replacement	\$20	
OFF-025	Off-road	Master cylinder replacement	\$10	
OFF-026	Off-road	Complete system replacement	\$20	

Rates and repairs are subject to change at Kayo's Discretion. Larger Jobs will be evaluated for approval on a case by case basis by Kayo. Any labor not listed is to be submitted to Kayo for approval. Minor repairs taking less than one half hour will not be acknowledged. Assembly and PDI labor will not be covered. Kayo will give a reasonable allotted time for any repairs seeking labor reimbursement. Labor reimbursements will be issued as a credit toward dealer's next parts order.

#### **APPENDIX II**

### 48 Hour Rule

The Dealer has 48 hours to report any visible damage to the unit. DO NOT ASSEMBLE THE UNIT UNTIL THE FOLLOWING PROCEDURE IS COMPLETED. Kayo may extend a reasonable allotted time at their discretion for dealers with larger orders.

If the freight is handled by Kayo's trucking service, Dealers need to follow the steps specified below to ensure the damaged parts are covered under this warranty:

- 1. Document all damages on delivery documents while the driver is present
- 2. Make a copy of the delivery documents with description of damage
- 3. Take pictures of the damaged products
- 4. Submit the above delivery documents, pictures, vin number of the damaged products and replacement parts list to Kayo within 2 days of receipt of products

The warranty claim will be declined if the above documents are not provided within the time frame. Upon receiving the above documents, Kayo is responsible for filing for the shipping damage claim and sending out the replacement parts free of charge.

If the freight is handled by Dealer's trucking service, Dealer is responsible for filing for the shipping damage claim and cost of replacement parts and freight.

### **APPENDIX III**

### Wear & Tear Parts List

Spark plugs	Throttle cable, Idle cable, Grips, Throttle tubes	Brake line cable, Clutch cable, brake/clutch levers, Clutch/ clutch components
Drive Chains, Drive Belts, CVT belts, Sprockets, Gears	Air cleaner element & bracket	Light bulbs
Fuel Lines -Vacuum lines - Fuel Pumps, Fuel pumps	Front/rear rims - Front/rear tires & tubes	Starter motors
Front / Rear Brake Pads / Shoes/ Front / Rear Brake Rotors	Bushings, bearings	Fuses/rubber parts
Piston, piston Rings	Gaskets, O-rings,-valves, valve guides, valve seals	Outside plastic parts, body parts
Gear/engine oil, Oil/fuel filters	Floorboards/pegs	Any wear and tear items