



# ETON AMERICA, LLC.

## LIMITED VEHICLE WARRANTY

ETON America warrants all new ETON vehicles sold by authorized ETON Dealers to be free from defects in materials and workmanship, subject to the following exclusions and limitations. New vehicles sold by an authorized dealer to original retail consumers are covered by this policy for a period of six (6) months from the date of delivery. There is no mileage limitation. This warranty is given to the original retail purchaser and is non-transferrable.

Vehicles used in rental service or for certain commercial purposes are specifically excluded from this policy. (Check with your dealer for warranty application.)

Items and conditions that are specifically excluded from this warranty program are;

1. Damage caused by accidents, misuse, negligence, improper vehicle operation,
2. Any modification or alteration to any standard specifications or equipment.
3. Any repairs made by an unauthorized dealer or service firm,
4. Use of non-ETON genuine parts for repairs or alteration to standard specifications.
5. Damage caused by failure to perform factory scheduled service-maintenance.
6. Damage which occurs as a result of improper storage.
7. Damage caused by the use of improper fuel or lubricants, and/or failure to use proper oil/gas mixture on two stroke models.

The following normal wear parts are specifically excluded from warranty coverage:

1. Rubber parts
2. Tires
3. Belts
4. Brake linings (after 30 days)
5. Normal wear item
6. Brake parts
7. Cables
8. Filters
9. Spark plugs
10. Bulbs
11. Batteries (after 30 days)
12. Sprockets
13. External springs
14. Seat and hand grips.

Scheduled maintenance service is the responsibility of the owner during and after the warranty period. In the event of a failure or required repair, the owner should take vehicle to an authorized dealer for repair without undue delay and within a maximum of thirty, (30), days of the occurrence of the problem. All eligible warranty repairs must be made at any authorized dealer's normal place of business. Any transportation costs, or other expenses which may occur in order to obtain warranty service, are the responsibility of the owner. All eligible repairs covered under this warranty will be paid to the servicing dealer only, by ETON America, and no additional payments shall be made for authorized warranty repairs.

Dealer and/or ETON America are not responsible for loss of use, other damage or inconvenience due to warranty repairs. It is the customer/buyer's responsibility to review with the selling dealer the pre-delivery service schedule to assure machine is properly serviced prior to delivery acceptance. It is recommended that the buyer take a test ride to familiarize themselves with the machine and to make certain the unit is in proper operating condition. The dealer is responsible for checking and performing all items on the "set-up and pre-delivery checklist" prior to delivery to the customer.

This warranty is valid at any authorized ETON Dealer in the United States only. In the event you experience any problem obtaining prompt service, contact ETON America, customer service department for assistance. Always consult first with your selling dealer and or service personnel for assistance with any service work or repairs. In the event you have a problem obtaining service send your name, address, and vehicle identification number to Eton America for assistance.

The above stated policy is the only policy offered and backed by ETON America, and no other organization or individual is authorized to make or offer any different arrangements. Some states prohibit certain limitations or conditions or do not allow exclusions or limitations. You may be eligible for additional consideration, so check with your local dealer or appropriate state agency for assistance. Rights vary from state to state, and you may have other rights not offered in this warranty.

ETON America warrants all new vehicles comply with applicable US regulations.



# ETON AMERICA, LLC.

## LIMITED VEHICLE WARRANTY

LIMITATIONS. This Limited Vehicle Warranty shall not cover any of the following:

Repairs or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacement improperly installed, (v) use of replacement parts or accessories not conforming to ETON America LLC specifications which adversely affect

- 1) performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by ETON America LLC, and/or (vii) use in competitive racing or related events.
- 2) Replacement of parts and other services and adjustments required for routine maintenance.
- 3) Any vehicle on which odometer mileage has been changed so that the actual mileage cannot be determined.

### LIMITED LIABILITY.

The liability of ETON America LLC under this Limited Vehicle Warranty is limited solely to the remedying of the defects in the materials or workmanship by any authorized ETON America LLC vehicle dealer at its place of business during customary business hours. Please refer to ETON America LLC website: [www.etonamerica.com](http://www.etonamerica.com). This warranty does not cover inconvenience or loss of use of the Scooter/moped vehicle, or transportation of the Scooter/moped vehicle to or from the ETON America LLC authorized dealer. ETON America LLC SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE ETON America LLC SCOOTER/MOPED VEHICLE FOR ANY PURPOSE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# ETON America LLC

## ATV LIMITED WARRANTY FEDERAL EMISSION CONTROL SYSTEMS

ETON America LLC warrants each new Scooter/moped vehicle that includes as standard equipment a taillight and a stoplight;

- a) Is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulation of the United States Environmental Protection Agency ("US EPA") and:
- b) Is free from defects in material and workmanship which would cause such Scooter/moped vehicle to fail to conform with applicable regulations of the US EPA, for a time period of two and a half (2.5) years and, depending on the engine displacement:

This warranty period shall begin on the date the Scooter/moped vehicle is delivered to the initial retail purchaser, or on the date the Scooter/moped vehicle is placed in service as demonstrator, rental, lease, or company Scooter/moped vehicle prior to retail sale.

- 4) **COVERAGE.** Warranty defects shall be remedied during customary business hours at any authorized ETON America LLC Scooter/moped dealer located within the United States in compliance with the Clean Air Act and applicable regulation of the US EPA. Any part or parts replaced under this warranty shall become the property of ETON America LLC.
- 5) **OWNERS OBLIGATION.** The following obligations must be fulfilled by the owner to maintain the validity of the ETON America LLC Emission Control System Warranty:
  - a) Owner must deliver the Scooter/moped vehicle to an authorized ETON America LLC Scooter/moped vehicle dealer or equally qualified service facility for inspection, maintenance service and adjustments according to the Periodic maintenance chart provided as part of, or supplemental to the Owner's manual. Optionally, the Owner may perform this maintenance only if it is within the scope of the Owner's technical and practical ability, keeping in mind some maintenance operations may require special tools or technical expertise beyond the scope of the average Owner. In any event, the inspection, maintenance and adjustments are to be performed at the Owner's expense.
  - b) Owner must present a copy of the proof of initial retail purchase date, issued at the time of purchase to an authorized ETON America LLC Scooter/moped vehicle dealer at the time warranty repairs are performed on the Scooter/moped vehicle. You may also be required to show that you have performed the required maintenance which is related to the alleged defect, so you should have detail receipts indicating that the required periodic maintenance has been performed in accordance with the periodic maintenance chart in your Owner's manual.
- 6) **LIMITATIONS.** This Emission Control System Warranty shall not cover any of the following:
  - a) Repairs or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacement improperly installed, (v) use of replacement parts or accessories not conforming to ETON America LLC specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by ETON America LLC, and/or (vii) use in competitive racing or related events.
  - b) Replacement of parts and other services and adjustments required for routine maintenance.
  - c) Any Scooter/moped vehicle on which odometer mileage has been changed so that the actual mileage cannot be determined.
- 7) **LIMITED LIABILITY.**
  - a) The liability of ETON America LLC under this Emission Control System Warranty is limited solely to the remedying of the defects in the materials or workmanship by any authorized ETON America LLC Scooter/moped vehicle dealer at its place of business during customary business hours. Please refer to ETON America LLC website: [www.etonamerica.com](http://www.etonamerica.com). This warranty does not cover inconvenience or loss of use of the Scooter/moped vehicle, or transportation of the Scooter/moped vehicle to or from the ETON America LLC authorized dealer. ETON America LLC SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE ETON America LLC SCOOTER/MOPED VEHICLE FOR ANY PURPOSE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# ETON America LLC

## SCOOTER/MOPED LIMITED WARRANTY FEDERAL EMISSION CONTROL SYSTEMS

ETON America LLC warrants each new scooter/moped vehicle that includes as standard equipment a taillight and a stoplight;

- c) Is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulation of the United States Environmental Protection Agency ("US EPA") and:
- d) Is free from defects in material and workmanship which would cause such Scooter/moped vehicle to fail to conform with applicable regulations of the US EPA, for a time period of two and a half (2.5) years and, depending on the engine displacement:

This warranty period shall begin on the date the Scooter/moped vehicle is delivered to the initial retail purchaser, or on the date the Scooter/moped vehicle is placed in service as demonstrator, rental, lease, or company Scooter/moped vehicle prior to retail sale.

- 8) **COVERAGE.** Warranty defects shall be remedied during customary business hours at any authorized ETON America LLC Scooter/moped dealer located within the United States in compliance with the Clean Air Act and applicable regulation of the US EPA. Any part or parts replaced under this warranty shall become the property of ETON America LLC.
- 9) **OWNERS OBLIGATION.** The following obligations must be fulfilled by the owner to maintain the validity of the ETON America LLC Emission Control System Warranty:
  - a) Owner must deliver the scooter/moped vehicle to an authorized ETON America LLC Scooter/moped vehicle dealer or equally qualified service facility for inspection, maintenance service and adjustments according to the Periodic maintenance chart provided as part of, or supplemental to the Owner's manual. Optionally, the Owner may perform this maintenance only if it is within the scope of the Owner's technical and practical ability, keeping in mind some maintenance operations may require special tools or technical expertise beyond the scope of the average Owner. In any event, the inspection, maintenance and adjustments are to be performed at the Owner's expense.
  - b) Owner must present a copy of the proof of initial retail purchase date, issued at the time of purchase to an authorized ETON America LLC Scooter/moped vehicle dealer at the time warranty repairs are performed on the Scooter/moped vehicle. You may also be required to show that you have performed the required maintenance which is related to the alleged defect, so you should have detail receipts indicating that the required periodic maintenance has been performed in accordance with the periodic maintenance chart in your Owner's manual.
- 10) **LIMITATIONS.** This Emission Control System Warranty shall not cover any of the following:
  - a) Repairs or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacement improperly installed, (v) use of replacement parts or accessories not conforming to ETON America LLC specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by ETON America LLC, and/or (vii) use in competitive racing or related events.
  - b) Replacement of parts and other services and adjustments required for routine maintenance.
  - c) Any Scooter/moped vehicle on which odometer mileage has been changed so that the actual mileage cannot be determined.
- 11) **LIMITED LIABILITY.**
  - a) The liability of ETON America LLC under this Emission Control System Warranty is limited solely to the remedying of the defects in the materials or workmanship by any authorized ETON America LLC Scooter/moped vehicle dealer at its place of business during customary business hours. Please refer to ETON America LLC website: [www.etonamerica.com](http://www.etonamerica.com). This warranty does not cover inconvenience or loss of use of the Scooter/moped vehicle, or transportation of the Scooter/moped vehicle to or from the ETON America LLC authorized dealer. ETON America LLC SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE ETON America LLC SCOOTER/MOPED VEHICLE FOR ANY PURPOSE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.