

LIMITED WARRANTY

I. WHAT THIS LIMITED WARRANTY COVERS

A. Mechanical Breakdown

During the Limited Warranty Period, subject to the selected Vehicle Type and Limited Warranty Term, We will pay a Repair Facility, or at Our option, reimburse You the Cost to remedy any Mechanical Breakdown of Your Approved Vehicle, except items listed under Section II. WHAT THIS LIMITED WARRANTY DOES NOT COVER, items A-D and 1-28, less Your Deductible.

Mechanical Breakdown means the failure of any original or like replacement part covered by this Limited Warranty to perform its intended function(s) in normal service, providing it has received all maintenance in accordance with KYMCO published scheduled maintenance requirements. Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred unless the wear and tear exceeds published factory tolerances allowed by the manufacturer as originally supplied by KYMCO, rendering the covered part incapable of performing the function for which it was designed.

Cost means the reasonable and customary charges for parts and labor necessary to repair or replace parts covered. These charges shall not exceed KYMCO suggested retail price for parts and labor allowances as approved by KYMCO and as listed in the applicable KYMCO flat rate repair manual. Coverage includes fluids when required as part of a repair. Replacement shall be made with genuine new or rebuilt KYMCO parts, when possible.

B. Rental Reimbursement

In the event of a covered Mechanical Breakdown, We will reimburse You for actual expenses incurred for substitute transportation at a licensed rental agency not to exceed Twenty Dollars (\$20.00) per day for a maximum of six (6) days for any one Mechanical Breakdown. One day's rental shall be allowed for each eight (8) hours, or portion thereof, of labor hours required as listed in the applicable KYMCO flat rate repair manual. The Administrator may request a copy of Your rental agreement, with Your signature, to process the rental reimbursement.

C. Dealer Pickup

In the event of a covered Mechanical Breakdown, We will reimburse You for reasonable pickup charges, not to exceed Fifty Dollars (\$50.00), which You incur to have Your KYMCO Approved Vehicle picked up and taken to a Repair Facility. The Administrator may request a copy of Your repair work order, with Your signature, to process the dealer pickup reimbursement.

II. WHAT THIS LIMITED WARRANTY DOES NOT COVER

MAINTENANCE AND PARTS NOT COVERED

THE FOLLOWING ARE NOT COVERED UNDER YOUR LIMITED WARRANTY:

- A. THE MAINTENANCE SERVICES AND PARTS DESCRIBED IN THE KYMCO PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS FOR THE APPROVED VEHICLE.
- B. OTHER NORMAL MAINTENANCE SERVICES AND PARTS INCLUDING SPARK PLUGS, BATTERIES, FILTERS, THERMOSTATS, FUSES, WINDSHIELD WIPERS, BRAKE AND CLUTCH LININGS, SURFACING OF CYLINDER HEADS, TIMING BELTS, TUNE-UPS, NON-PERMANENT ATTACHING PARTS, NON-SPECIALIZED BOLTS, CLAMPS, GROMMETS, BELTS, RUBBER OR RUBBER LIKE HOSES AND LINES, RUBBER TRACKS, SHOP SUPPLIES, FLUID REFILLS, ADDITIVES, FREIGHT AND CORE CHARGES OR REPAIR OR REPLACEMENT OF ANY COMPONENTS NOT SPECIFIED IN THIS LIMITED WARRANTY. FLUIDS ARE NOT COVERED EXCEPT IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
- C. GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, LIGHT BULBS, LENSES, TRIM, MOLDINGS, UPHOLSTERY, PAINT, ALIGNMENT OF BODY PARTS AND FLEXIBLE BODY PARTS AND STRUCTURAL FRAMEWORK AND WELD FAILURES RESULTING FROM ABUSE OR MISUSE OF YOUR APPROVED VEHICLE.
- D. AFTERMARKET ACCESSORIES OR EQUIPMENT, COMPONENTS AND SYSTEMS NOT INSTALLED BY KYMCO OR KYMCO DEALER INSTALLED, INCLUDING BY NOT LIMITED TO: ANTI-THEFT SYSTEMS, RADAR DETECTORS, RADIO/ SPEAKER EQUIPMENT AND CRUISE CONTROL.

IN ADDITION, WE WILL NOT PAY BENEFITS:

1. FOR ANY CLAIM OVER FIVE HUNDRED DOLLARS (\$500.00) SUBMITTED WITHOUT THE AUTHORIZATION OF THE ADMINISTRATOR PRIOR TO STARTING THE REPAIR(S).
2. FOR ANY COSTS COVERED BY ANY WARRANTY OF THE MANUFACTURER, STATE REQUIRED WARRANTY, DEALER WARRANTY OR A REPAIR FACILITY'S GUARANTEE REGARDLESS OF WHETHER THEY HONOR SUCH WARRANTY OR GUARANTEE.
3. FOR ANY COSTS THAT ARE OR WOULD HAVE BEEN COVERED UNDER THE MANUFACTURER WARRANTY WHETHER OR NOT SUCH WARRANTY IS IN EFFECT IN ANOTHER COUNTRY OR HAS BEEN VOIDED BY THE MANUFACTURER.
4. FOR ENVIRONMENTAL SURCHARGES, WASTE DISPOSAL FEES, SHOP SUPPLIES, NON-SPECIFIC MATERIALS AND SIMILAR CHARGES.
5. FOR A REPAIR OR REPLACEMENT OF ANY COVERED COMPONENT IF A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
6. FOR DIAGNOSIS CHARGES, COST OF DISASSEMBLY OR ASSEMBLY IF YOUR REPAIR IS NOT COVERED OR HAS BEEN DENIED.
7. FOR ANY PART, WHERE A MECHANICAL BREAKDOWN HAS NOT OCCURRED, BUT WHERE A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPAIRED OR REPLACED, OR IS AN UPDATE.
8. FOR A MECHANICAL BREAKDOWN OF A COVERED PART RESULTING FROM THE FAILURE OF A NON-COVERED PART OR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING EQUIPMENT, COMPONENTS OR SYSTEMS NOT FACTORY INSTALLED BY KYMCO.
9. FOR A MECHANICAL BREAKDOWN OR OVERHEATING RESULTING FROM THE MISUSE, ABUSE, ALTERATIONS, LACK OF OR INADEQUATE COOLANT OR LUBRICANT LEVELS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW OR FAILURE TO PERFORM MAINTENANCE IN ACCORDANCE WITH THE KYMCO PUBLISHED SCHEDULED MAINTENANCE REQUIREMENTS.
10. FOR A MECHANICAL BREAKDOWN RESULTING FROM ROAD HAZARDS, CONTAMINATED OR POOR QUALITY FUEL, IMPROPER FUEL OR FLUIDS, IMPROPER FUEL MIXTURE, OIL ADDITIVES, NEGLIGENCE, IMPROPER MAINTENANCE OR REPAIR.
11. FOR A MECHANICAL BREAKDOWN THAT IS A DIRECT RESULT OF A MECHANICAL OR STRUCTURAL DEFECT WHEN THE MANUFACTURER HAS ANNOUNCED A PUBLIC RECALL FOR THE PURPOSE OF CORRECTING SUCH A DEFECT, OR THE REPAIR OF ANY COMPONENT / PART COVERED BY THE FEDERAL EMISSION WARRANTY.
12. IF YOUR VEHICLE WAS MODIFIED UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER (E.G. AFTERMARKET PERFORMANCE PARTS OR SYSTEMS, OFF-ROAD EQUIPMENT).
13. IF YOUR VEHICLE IS OR WAS USED FOR ANY FORM OF COMPETITIVE DRIVING OR RACING, OR YOUR VEHICLE HAD BEEN DECLARED A TOTAL LOSS, SALVAGED OR JUNK VEHICLE.
14. FOR A MECHANICAL BREAKDOWN CAUSED BY OR INVOLVING COLLISION OR UPSET, FIRE OR SMOKE, THEFT OR ATTEMPTED THEFT, VANDALISM, RUST OR WEATHER RELATED CORROSION, EXPLOSION, EARTHQUAKE, LIGHTNING, WINDSTORM, HAIL, WATER, FLOOD, FREEZING, VOLCANIC ERUPTION, CONTAMINATION, RIOT OR CIVIL COMMOTION, NUCLEAR INCIDENT OR ACT OF WAR.
15. FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS TO PROPERTY OR INJURY OR DEATH OF ANY PERSON SHOULD YOUR VEHICLE BE INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A MECHANICAL BREAKDOWN OF A COMPONENT COVERED BY THIS LIMITED WARRANTY.

16. FOR LOSS OF TIME, ECONOMIC LOSS, INCONVENIENCE, LODGING, FOOD, FREIGHT CHARGES, CORE CHARGES, STORAGE CHARGES, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTED FROM A MECHANICAL BREAKDOWN.
17. IF YOUR VEHICLE IS OPERATED FOR BUSINESS USE - BUSINESS USE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
 - a. USE BY GOVERNMENTAL AGENCIES, INCLUDING BUT NOT LIMITED TO, MILITARY, FIRE OR POLICE DEPARTMENTS.
 - b. USE AS A RENTAL VEHICLE, SHUTTLE, OR ANY "FOR HIRE" BUSINESS.
 - c. USE FOR BUSINESS DELIVERY OF EQUIPMENT AND/OR MATERIALS. THIS INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION, CARPENTRY, WELDING, MOBILE REPAIR OR DELIVERY.
 - d. USE AS EMERGENCY VEHICLES.
 - e. USE IN ROUTE WORK, SUCH AS NEWSPAPER OR POSTAL DELIVERY OR ROUTE REPAIR ACTIVITIES.
18. TO CORRECT A COSMETIC IMPERFECTION, INCLUDING FADING PAINT, REGARDLESS OF CAUSE.
19. FOR A MECHANICAL BREAKDOWN CAUSED BY STUCK AND/OR CARBONIZED PISTON RINGS, IMPROPER SPARK PLUG HEAT RANGE OR PISTON SEIZURE NOT CAUSED BY A MANUFACTURING DEFECT OR FOR THE REPAIR OF VALVES AND/ OR RINGS FOR THE PURPOSE OF RAISING THE ENGINE'S COMPRESSION WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED.
20. FOR A MECHANICAL BREAKDOWN RESULTING FROM IMPROPER STORAGE OF YOUR APPROVED VEHICLE AS SPECIFIED BY YOUR KYMCO OWNER'S MANUAL.
21. IF THE APPROVED VEHICLE WAS MANUFACTURED AS A NON-U.S. SPECIFICATION VEHICLE.
22. FOR A BREAKDOWN CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY KYMCO.
23. IF YOUR APPROVED VEHICLE IS USED TO PLOW SNOW COMMERCIALY, WHETHER THE SNOW PLOW BLADE IS ATTACHED TO THE APPROVED VEHICLE OR NOT.
24. FOR THE SNOW PLOW BLADE, ATTACHMENT HARDWARE AND MECHANISMS.
25. TO REPAIR, REPLACE, ADJUST OR ALIGN ANY PART NOT COVERED BY THIS LIMITED WARRANTY UNLESS REQUIRED IN CONJUNCTION WITH THE REPAIR OF A COVERED COMPONENT.
26. FOR ADDITIONAL LOSS OR DAMAGE WHICH IS OCCASIONED BY YOU OR OPERATOR'S FAILURE TO USE ALL REASONABLE PRECAUTIONS TO PROTECT THE APPROVED VEHICLE FROM ANY FURTHER LOSS OR DAMAGE AFTER A MECHANICAL BREAKDOWN OR FAILURE HAS OCCURRED OR BEEN INDICATED.
27. FOR DAMAGE CAUSED TO THE ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION) OR FOR REPAIRS OF WATER AND AIR LEAKS, RATTLES, SQUEEKS, AND WIND NOISE.
28. FOR A MECHANICAL BREAKDOWN WHICH EXISTED PRIOR TO OR WAS CAUSED BY A CONDITION WHICH EXISTED PRIOR TO THE LIMITED WARRANTY PURCHASE DATE.

IF YOU MODIFY YOUR APPROVED VEHICLE IN A MANNER THAT RENDERS IT INELIGIBLE FOR THE COVERAGES PROVIDED BY THIS LIMITED WARRANTY, WE WILL THEN HAVE THE RIGHT TO CANCEL THIS LIMITED WARRANTY. IF WE CANCEL THE LIMITED WARRANTY, YOU WILL BE ENTITLED TO A REFUND COMPUTED AS OF THE DATE THAT THE MODIFICATION IS DISCOVERED BY THE ADMINISTRATOR, CALCULATED UNDER THE TERMS HEREIN, AND NO CLAIMS WILL BE PAYABLE.

III. MAINTENANCE REQUIREMENTS

In order to keep Your Limited Warranty, in force during its term, You must maintain the Approved Vehicle in accordance with KYMCO published scheduled maintenance requirements. If Your failure to follow the published scheduled maintenance requirements causes a Mechanical Breakdown, You may be denied coverage. Before any repair is authorized, We may require You to furnish the Administrator with proof that You have properly maintained the Approved Vehicle as required. You are responsible for retaining the receipts identifying the Approved Vehicle, showing dates, mileage, services performed, year make, model and vehicle identification number and providing them to the Administrator in the event of a claim. Failure to show proof of servicing may result in the denial of coverage. MAINTENANCE COSTS ARE YOUR RESPONSIBILITY.

IV. YOUR RESPONSIBILITIES AND HOW TO MAKE A CLAIM

You are responsible for making sure the oil warning light/gauge and the temperature warning light/gauge are functioning before driving Your Approved Vehicle. You are required to safely stop the Approved Vehicle and shut down the engine immediately when either of these lights/gauges indicates a problem. Take all reasonable precautions to protect the Approved Vehicle from further damage in order to prevent additional Costs or repairs. Your failure to do so will cause the additional Cost to be paid by You and/or it may result in the complete denial of the claim.

1. Return the Approved Vehicle to any authorized KYMCO dealer or state licensed Repair Facility in the continental United States, Alaska, Hawaii or Canada during normal service department hours. If the Mechanical Breakdown is not covered by this Limited Warranty, the costs incurred for disassembly and/or diagnostic work are Your responsibility and expense;
2. Provide the Repair Facility with a copy of Your Limited Warranty or validation card;
3. The service manager must obtain Your authorization to inspect and/or tear down Your KYMCO in order to determine the cause of failure and Cost of the repair;
4. **Prior to starting repairs greater than Five Hundred Dollars (\$500.00), You or the Repair Facility must call the Administrator at 866-504-5572 to verify coverage and obtain a Claim Authorization Number for claims.** If a Mechanical Breakdown occurs when the Administrator's office is closed, You may follow these claims procedures without prior authorization. However, You or the Repair Facility MUST call the Administrator during the next business day. Failure to call in and report the claim on the next business day may result in non-payment. Unapproved mail-in claims may be denied;
5. Provide complete cooperation in the investigation of any Mechanical Breakdown;
6. Provide proof of maintenance upon request;
7. Permit inspection of the Approved Vehicle by the Administrator **BEFORE** repairs are performed, if requested;
8. When You pick up Your KYMCO, review the repair order with the service manager;
9. Pay the Deductible and any other non-covered expenses, if applicable;
10. Payment for covered Mechanical Breakdowns will be made either to You or the Repair Facility in accordance with the Limited Warranty provisions within thirty (30) days after receipt of the repair order;
11. You or the Repair Facility must provide the Administrator with the repair order within forty-five (45) days of the completion of the authorized repairs. Failure to submit the repair order within forty-five (45) days, may result in complete denial and non-payment of the claim.

V. GENERAL PROVISIONS

1. **Limited Warranty Period**
The term of this Limited Warranty begins on the Product delivery Date and continues for a term shown above on the registration page or when We have wholly fulfilled Our financial obligations under the terms of the Limit of Liability clause listed in Section V. GENERAL PROVISIONS, item #5, whichever occurs first.
2. **When and Where You Are Covered**
You are covered when this Limited Warranty is issued or transferred to You. This Limited Warranty applies only to Mechanical Breakdowns occurring within the continental United States of America, Alaska, Hawaii or Canada.

3. If You Have Other Coverage

If the Manufacturer or Repair Facility agrees to cover all or some of the Cost of a Mechanical Breakdown after a Warranty or guarantee has expired, We will pay only for any extra Cost. If You have any other Rental Reimbursement or Pickup Reimbursement coverage, We will pay only the amount in excess of that coverage, subject to the limits of this Limited Warranty.

4. Your Help And Cooperation

Your help and cooperation is required if We ask You to help Us enforce Your rights against any Repair Facility who may be responsible to You for the Cost of repairs covered by this Limited Warranty.

5. Limit Of Liability

Our total limit of liability and the total of all benefits paid or payable during the combined term of this Limited Warranty shall in no event exceed the actual retail price that You paid for the purchase of Your Approved Vehicle. The total limit of liability and the total of all benefits paid or payable for each single failure occurrence during the combined term of this Limited Warranty shall in no event exceed the retail value of Your Approved Vehicle at the time of the Mechanical Breakdown, as listed in the most current NADA appraisal guide or like guide as determined by the Administrator. This Limited Warranty is limited to repair or replacement of the covered failed part only to restore the failed part to the same or like condition prior to Mechanical Breakdown; consequential damages to non-covered parts are not covered. Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property damage, loss of use of Your Approved Vehicle, loss of time, inconvenience and commercial loss resulting from the operation, maintenance, or use of Your Approved Vehicle is expressly excluded. However, this exclusion may not apply in some states that disallow the exclusion of consequential or incidental damage.

6. Repairer's Guaranty or Other Service Limited Warranty:

Any Repair Facility repairing Your Approved Vehicle for a Mechanical Breakdown covered by this Limited Warranty is fully responsible for that repair for ninety (90) days from the date of the repair. This Limited Warranty has no liability for similar repairs to the same component during this ninety (90) day period. If more than one Mechanical Breakdown Limited Warranty or insurance policy can be applied to a Mechanical Breakdown covered by this Limited Warranty, then this Limited Warranty shall be excess over all other Limited Warranties or policies, regardless of collectability.

7. Subrogation

If We pay for a loss, We may require You to assign to Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

8. Arbitration

In the event of a disagreement between You and Us concerning Costs, either party may make a written request for arbitration. This must be done within sixty (60) days after the day You filed Your claim. Each party will select an appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire within thirty (30) days, either may request that a selection be made by a judge of a Court having jurisdiction. Each party will pay the expenses they incur, and equally share the expenses of the umpire. Unless both parties agree otherwise, arbitration will take place in the county and state in which You live. Local rules apply. A majority decision will be binding.

9. How This Limited Warranty May Be Transferred

Your rights and duties under this Limited Warranty may only be transferred once during its term to a subsequent individual retail purchaser directly by You provided:

- a) The transfer request is received within thirty (30) days of the date of sale of the Approved Vehicle or the Limited Warranty becomes void.
- b) Required maintenance and servicing has been performed and available records are provided to the Transferee.
- c) You or Your Selling Dealer submit a completed Transfer Request Form, the transfer fee of Twenty Five Dollars (\$25.00), available maintenance records, a copy of the bill of sale, a copy of federal odometer statement (if applicable and if mileage is not stated on the bill of sale) and (if required) a copy of the factory Warranty transfer application to the Administrator.

10. Entire Limited Warranty

This Limited Warranty represents the entire agreement between You and Us. No person has the authority to change this Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this Limited Warranty.

TERMS USED:

We/Us/Our – KYMCO.

You/Your – The person purchasing an eligible vehicle covered by this limited warranty.

Administrator: KYMCO Extended Protection - CornerStone United, Inc. 1020 Main Avenue NW, Hickory, North Carolina 28601, 1-866-504-5572 on behalf of KYMCO.