

LIMITED WARRANTY - GO-KART

J&J Amusements, Inc., Accessories, Product and Replacement Parts. This warranty is limited to J&J Amusements, Inc. Product, parts and accessories when distributed by J&J Amusements, Inc. 4897 Indian School Road NE, Suite 150, Salem, Oregon 97305-1126 USA (J&J).

Products Covered by this warranty:

Go-karts (excluding Honda motors) manufactured after 1/1/02
Bumper rails manufactured after 1/1/02 (steel only)
UHMW bumper rails
Parts and accessories
Battery charger
Battery
Honda GX series engines
**See specific exclusions

Length of warranty:

1 year*
Limited lifetime warranty
1 year
90 Days**
1 year - by manufacturer*
By manufacturer
1 year by American Honda Motor Co. Inc.

To qualify for this warranty:

1. The accessories, product, or replacement parts must be purchased from J&J Amusements, Inc.
2. You must be the first retail purchaser. This warranty is not transferable to subsequent owners.
3. You must provide proof of original purchase.

What J&J will repair or replace under warranty:

J&J will repair or replace, at its option, any product, accessories, or replacement parts that are proven to be defective in material or workmanship under normal use during the applicable warranty time period. Anything replaced under warranty becomes the property of J&J. All parts replaced under warranty will be considered as part of the original product and any warranty of those parts will expire concurrent with the original product warranty. Accessories and replacement parts installed by J&J, will be repaired or replaced under warranty without charge for parts. If installed by anyone else, charges will be the responsibility of the purchaser.

To obtain warranty service:

You must obtain a Return Merchandise Authorization (RMA) number from J&J, phone number 800-854-3140 or 503-304-8899. Return the accessories, products or parts and proof of purchase, at your expense, to J&J. If the accessories, products or parts are returned to J&J without both an RMA and proof of purchase, J&J may void the warranty at its discretion.

Exclusions:

This warranty does not extend to products, accessories or parts affected or damaged by accident and/or collision, normal wear, fuel contamination, not sold by J&J, used in applications for which the product was not designed, or any other misuse, neglect, incorporation or use of unsuitable attachments or parts, unauthorized alterations, improper installation, or any causes other than defects in material or workmanship of the product. J&J reserves the right, before having any obligations under this limited warranty, to inspect the damaged goods in order to determine compliance with this paragraph. This warranty does not extend to products, accessories or parts purchased for use outside of the United States or Canada.

**Specific Exclusions:

Normal wear and tear items, such as: tires, brake pads, brake rotors, seat belts, pads, spark plugs, final drive belts, final drive pulleys, brake fluid, and fuel filters. Appearance-related damage, including but not limited to: scratches, nicks, dents, fading paint/trim, and corrosion. **Service Logs-The customer must use maintenance logs provided from J&J. Warranty will not be covered if you cannot provide these records.**

****Honda motor warranty is only covered by American Honda Motor Co., Inc.***

Disclaimer of consequential damage and limitation of implied warranties:

J&J DISCLAIMS ANY RESPONSIBILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME OR USE OF THE PRODUCT, TRANSPORTATION, COMMERCIAL LOSS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF ANY THEORY OF RECOVERY INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY LIMITED WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL J&J'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOOD SOLD. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Disclaimer of Warranty

EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, J&J DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Any legal action arising from claims against this warranty shall be governed by and construed in accordance with the laws of Oregon, and the exclusive forum for disputes arising out of or relating to this warranty shall be the Marion County Circuit Court for the State of Oregon, and no other state or Federal Court. Any party bringing a claim under this warranty consents to jurisdiction of such court, waives any objection to venue, and further agrees that in the event of litigation such party shall, at its own expense, provide discovery and appear for depositions in Marion County, Oregon. Contact J&J Amusements, Inc. for information on your area.