

## Aprilia LIMITED (ONE YEAR) WARRANTY

Congratulations on your purchase of this Aprilia product. If any component of this new Aprilia product is found to be defective in materials or workmanship within the terms and conditions of this Limited Warranty (the "Agreement"), the defective component will be repaired or replaced, at the option of Aprilia, without charge for parts and/or labor at any authorized Aprilia dealer located in the continental United States subject to the following terms and conditions:

- 1. NOT COVERED. This warranty does not cover routine maintenance, service and adjustments and does not cover damage resulting from accidents, alteration, neglect, misuse or abuse, lack of reasonable or proper maintenance, corrosion, improper assembly, repairs improperly performed or replacement parts improperly installed, use of replacement parts or accessories not conforming to Aprilia's specifications, use of component parts not manufactured or supplied by Aprilia, modifications not recommended or approved in writing by Aprilia, normal wear and deterioration occasioned by the use of the product, activities such as acrobatics, rental use, competitive use or commercial use. This warranty also does not cover cosmetic imperfections in the surface, finish, or appearance of the product which were apparent or discoverable at the time of purchase of the product or damage occurring during shipment or transport of the product. This warranty also does not cover tools, lubricants, brake pads, and other consumables or any expenses related to the transportation of the product to or from an authorized Aprilia dealer or compensation for inconvenience or loss of use while the product is being repaired. This warranty is void if the engine or chassis serial number is removed, erased or altered in any way.
- 2. **PURCHASER**. This warranty is made only with the original purchaser of the product and does not extend to any third parties. The rights of the Purchaser under this warranty may not be assigned.
- 3. **TERM**. The term of this warranty shall commence on the date of purchase and shall continue for a period of one (1) year.
- 4. **ENTIRE AGREEMENT**. This warranty supersedes any and all oral, express or written warranties, statements or undertakings that may previously have been made, and contains the entire agreement of the parties with respect to the warranty of this product. Any and all warranties not contained in this Agreement are specifically excluded.
- 5. DAMAGES. Except as expressly provided by this warranty, Aprilia USA and Aprilia S.p.A. SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE PRODUCT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE. The foregoing statements of warranty are exclusive and in lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so thus limitation or exclusion may not apply to you.
- 6. DISCLAIMER. NO EXPRESS WARRANTY IS GIVEN BY APRILIA USA OR APRILIA SPA WITH RESPECT TO THE PRODUCT EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FORM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY. This Agreement shall be the sole and exclusive remedy available to the Purchaser with respect to this purchase. In the event of any alleged breach of any warranty or any legal action brought by the purchaser based on alleged negligence or other tortuous conduct by Aprilia USA or Aprilia S.p.A., the Purchaser's sole and exclusive remedy will be repair or replacement of defective components as stated above. No dealer and no other agent or employee of Aprilia is authorized to modify, extend or enlarge this warranty. The performance of any warranty service under this Agreement is not an admission or agreement that the design or manufacture of a product is defective.
- 7. **PROCEDURE**. As a precondition to the activation of your warranty, the "Retail Purchase Warranty Activation Form" must be completed and returned to Aprilla USA within ten (10) days of the purchase of the product.

In the event of a defect covered by this warranty, the purchaser should contact an authorized Aprilia dealer or :

Customer Service Department, Aprilia USA, 110 Londonderry Court, Suite 130, Woodstock, Georgia 30188 Telephone: (770) 592-2261.

To be honored, claims must be submitted within the one year warranty period and within thirty (30) days of discovery of the defect or nonconformity. The determination whether the defect is covered by this warranty is within the sole discretion of Aprilia. Aprilia reserves the right to discontinue products and to change specifications for existing products at any time without notice and shall not be obligated to incorporate new features into products previously sold, even if those products are returned under a warranty claim. Aprilia may replace defective parts with similar parts of similar quality in the event that identical parts are unavailable.

In order to maintain this warranty in effect, the owner must deliver the product to an authorized Aprilia dealer, or an equally qualified service facility, at owners expense, for inspection, maintenance, service, and adjustments according to the Periodic Maintenance chart contained in the owners manual.

The Warranty Registration Card or other proof of initial retail purchase date must be presented to an Authorized Aprilia dealer at the time the product is presented for warranty service.

- 8. OTHER RIGHTS. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 9. APPLICABLE LAW. Any disputes arising out of this Agreement or the use of this product will be governed by the laws of the State of Delaware and will be decided by the Courts New Castle County, Delaware.
- 10. **WARNING**. Always install, repair and use your product in strict compliance with its owner's manual.

Cod. 8202189 rel. 27/03/99



## **APRILIA LIMITED NOISE EMISSIONS WARRANTY**

Aprilia U.S.A. Inc., 110 Londondery Court, Suite 130, Woodstock, GA 30188 warrants that this vehicle was designed, manufactured and equipped so that new, it would conform with applicable Motorcycle Noise Regulations of the U.S. Environmental Protection Agency.

This warranty is not limited to any particular part, component or system of the vehicle. Defects in the design, assembly, or in any parts, component or system of the vehicle which, at the time of sale to the first purchaser, caused noise emission levels to exceed applicable Federal standards in effect at the time of manufacture, are covered by this warranty.