

## MASSIMO CANADA ("MASSIMO") PARTS AND LABOUR LIMITED WARRANTY

("WARRANTY")

Issued by Matrix Motor Distribution ("MATRIX")

**Notice:** Using UTVs & ATVs for rentals, racing or making any form of modifications to them will void this warranty. This warranty only applies if the Massimo vehicle was imported or distributed by Matrix and sold to the first retail purchaser by an Authorized Dealer in Canada. Every owner of the vehicle during the warranty period shall be entitled to the benefits of the warranty. If the vehicle is sold or otherwise transferred, it is required that the new owner promptly send written notice of the transfer of ownership to Administrator at the address indicated above.

### **VEHICLE OWNER'S RESPONSIBILITIES**

- Vehicle Owner's must properly use, maintain and care for the vehicle as outlined in the Owner's Manual and determined by Matrix
- Owner must service vehicle according to a Massimo accepted service schedule
- Owner must maintain all service records of work performed to vehicle
- Only an authorized Massimo dealer or service centre can perform warranty repairs
- Periodic service and inspections are considered regular maintenance and not reimbursable
- All warranty repairs require authorization by the Administrator
- All Massimo products require an initial dealer pre-delivery inspection and set up to ensure proper operation and safety

### **WARRANTY PERIOD**

Warranty coverage begins on the date the vehicle is first sold to the consumer or the original in-service date and expires at the end of the term listed in Covered Parts below. Warranty coverage is automatically transferred to subsequent vehicle owners. Proof of purchase will be required for all warranty claims.

### **COVERED PARTS**

This warranty covers the reasonable cost to repair defects in material or workmanship reported during the applicable warranty period and which occur under normal use:

- Engine: 5 Years
- Drivetrain Components: 5 Years
- Exhaust System: 1 Year
- Suspension/Steering: 1 Year
- Wire Harness/E.C.U.: 1 Year
- Clutch/CVT/Secondary Clutch: 1 Year
- Battery (when purchased with a new vehicle): 30 Days

### **LIMIT OF LIABILITY**

The total amount of all benefits paid or payable under this warranty shall in no event exceed \$5,000. Parts and labour expenses covered under this warranty shall be limited to the manufacturer suggested retail price for parts and labour allowances as approved by Matrix and the Administrator.

### **WHAT IS NOT COVERED**

The warranty excludes failure(s) that are not caused by a defect in material or workmanship.

The warranty also does not cover any failure because of the action or inaction of any non-covered parts or failure caused by any of the conditions listed below.

### **PARTS NOT COVERED UNDER WARRANTY**

All Fluids, Spark Plug, Spark Plug Wire(High-voltage Wire), Oil Filter, Air Filter, Fuel Filter, Throttle Body, Injectors, Shift/Throttle/Idle/Brake Cables, Clutch Belts, Drive Chains, Front/Rear Brake Pads, Front/Rear Calipers, Front/Rear Rotors, Front/Rear Axle, Front/Rear Spindle, Swing Arm/Sway Bar Bushings, Front/Rear Tires, Front/Rear Wheels, Fuses, Head/Tail Light Housing Light Bulbs, Seats, Seat Boards, Floor Boards, Mirrors, Top, Winch, Wind Shield, Rubber/Plastic Components, Hardware.

### **IMPROPER USE**

This warranty does not cover any part which malfunctions, fails, or is damaged by improper or careless use of a Massimo ATV or UTV for not adhering to the Owner's Manual, which includes, but not limited to, driving at excessive speed, driving on public road, driving beyond capacity, racing and/or below minimum operating age, damages caused by excessive use, such as rental or commercial use.

### **MAINTENANCE AND ADJUSTMENT SERVICES; NORMAL DETERIORATION**

This warranty does not cover the cost of parts or labour involved in performing any normal maintenance services, normal wear and tear, deterioration or fading or paint, soft trim, cosmetic and appearance items.

**DAMAGE OR MALFUNCTION DUE TO IMPROPER REPAIR OR UNAUTHORIZED PARTS**

This warranty does not cover any part which malfunctions, fails or is damaged due to any unauthorized alteration or modification made to the vehicle such as the removal of parts or the installation of parts, equipment or accessories or improper repairs or adjustments not approved or recommended by Matrix or the Administrator.

**DAMAGE OR MALFUNCTION DUE TO ABUSE, NEGLIGENCE, ACCIDENT OR FIRE, ACTS OF GOD**

This warranty does not cover any part which malfunctions, fails or is damaged due to objects striking the vehicle, accident, fire, neglect, lack of maintenance, improper use or care, abuse, acts of God or any other cause beyond the control of Matrix or the Administrator.

**DAMAGE CAUSED BY THE ENVIRONMENT**

This warranty does not cover damage caused by airborne fallout (which includes but is not limited to chemicals and tree sap), salt, water, flooding, hail, windstorm, lightning, extreme temperatures, or any other environmental cause.

**REPAIRS BY NON-AUTHORIZED DEALERS**

Labour and material expenses for repairs performed at any facility other than that of an Authorized Massimo Dealer are not covered.