

**TACONY  
LIMITED WARRANTY FOR KAWASAKI MODIFIED ENGINES  
CALIFORNIA AND FEDERAL  
EMISSION CONTROL SYSTEMS  
SMALL OFF-ROAD ENGINES**

**Your Warranty Rights And Obligations**

The California Air Resources Board (CARB), the Environmental Protection Agency (EPA), and Tacony are pleased to explain the Emissions Control Systems Warranty on your Tacony small off-road engine. In California and other states, new small off-road engines must be designed, built and equipped to meet stringent anti-smog standards. Tacony must warrant the emission control system on your small off-road engine for a period of time listed below provided that there has been no abuse, neglect or improper maintenance of your small off-road engine. Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, connectors and other related assemblies. Where a warrantable condition exist, Tacony will repair your small off-road engine at no cost to you including parts and labor.

**Owners Warranty Responsibilities:**

The following obligations must be fulfilled by the owner to maintain the validity of the Tacony, California Air Resources Board (CARB) / Environmental Protection Agency (EPA) Emissions Systems Warranty:

- a.) As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Tacony recommends that you retain all receipts covering the maintenance on your small off-road engine, but Tacony cannot deny for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- b.) You are responsible for presenting your small off-road engine emissions related warranties to an authorized Tacony small off-road engine dealer as soon as possible. The warranty repair should be completed in a reasonable amount of time, not to exceed 30 days.
- c.) As a small off-road engine owner, you should also be aware that Tacony may deny you warranty coverage if your small off-road engine or a part failed due to abuse, neglect, improper maintenance or unapproved modifications.
- d.) If you have any questions regarding your warranty rights and responsibilities, you should contact Tacony, 3101 Wichita Court, Fort Worth, Texas 76140, 1-800-880-2913.

**1.) Manufacturers Warranty Coverage**

Tacony warrants to the initial owner and each subsequent purchaser that the emissions control system of that small off-road engine is free of defects in materials and workmanship which cause a failure of a warranted part for a period of two years. If any emissions related part in your engine is defective, the part will be repaired or replaced by Tacony. This warranty time period shall begin on the date the small off-road engine is delivered to the initial purchaser, or on the date the small off-road engine is first placed into service.

Warranty defects shall be remedied during customary business hours at any authorized Tacony small off-road engine dealer located in the United States of America. Any manufacturer-approved replacement part may be used in the performance of any warranty or repairs on emission-related parts, and must be provided without charge to the owner if the part is still under warranty. Any part or parts replaced under this warranty shall become property of Tacony.

## **2.) Limitations**

This Emissions Control System Warranty shall not cover any of the following:

- a.) Repair or replacement required as a result of (i) misuse or neglect, (ii) lack of required maintenance, (iii) repairs improperly performed or replacements improperly installed, (iv) use of replacement parts or accessories not conforming to Tacony specifications which adversely affected and/or durability, (v) alterations or modifications not recommended or approved in writing by Tacony
- b.) Replacement of parts and other services and adjustments necessary for required maintenance at and after the first scheduled replacement point.

## **3.) Limited Liability**

- a.) The liability of Tacony under this Emissions Control Systems Warranty is limited solely to the remedying of defects in material and workmanship by an authorized Tacony small off-road engine dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the small off-road engine or transportation of the small off-road engine to or from the Tacony dealer. TACONY SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL (EXCEPTION LISTED UNDER COVERAGE) OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE TACONY SMALL OFF ROAD ENGINE FOR ANY OTHER PURPOSE.
- b.) NO EXPRESS EMISSION CONTROL SYSTEMS WARRANTY IS GIVEN BY TACONY WITH RESPECT TO THE TACONY SMALL OFF-ROAD ENGINE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION CONTROL SYSTEMS WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEMS WARRANTY TERMS SET FORTH HEREIN. THE FORGOING STATEMENT OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.
- c.) No dealer is authorized to modify this Tacony Limited Emission Control Systems Warranty.
- d.) Tacony is not liable for parts that are not genuine Tacony parts except when genuine Tacony parts cause damage to non-Tacony parts.

## **4.) Legal Rights**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS.