

# Terms and Conditions

Warranty<sup>Plus</sup>

Warranty<sup>Plus</sup> Select

## Warranty<sup>Plus</sup> - Terms and Conditions

Kawasaki warrants products with extended warranty to be free of manufacturing defects for an additional 12 or 24 months from the expiry date of the original manufacturer's warranty. The following products can be covered for private use\* only:

Street-legal Motorcycles\*\*

\* Private use - a private user is defined as "any person who is acting for purposes which are not related to his trade, business or profession".

\*\* Street-legal Motorcycles - only models sold as street legal by KME may be covered. Non street legal models such as KLX110 / KLX300 / KDX220 or any KX model which may have been registered for street use by private individuals or dealers cannot be covered by this warranty.

### Warranty Terms and Conditions

If, within the extended warranty period, a failure occurs which is determined by Kawasaki to be caused by a manufacturing defect, Kawasaki will, at its discretion, arrange for the repair or replacement of the necessary parts at no cost to the customer. This can be carried out by any authorised Kawasaki Dealer. However, it is recommended that repairs and servicing are done by the original selling dealer who has a full history and knowledge of each product they have sold.

Note the following terms used throughout this document:

- 'Kawasaki' = Kawasaki Motors Europe N.V.
- 'Dealer' = Official Kawasaki dealer authorised for the relevant product group.

This warranty contains obligations and exclusions solely on the part of Kawasaki Motors Europe N.V. and not on the part of any dealer.

Nothing in this document shall be construed as an agency between Kawasaki and any of its authorised dealers or their staff.

Under current EU Consumer Law, customers have certain statutory rights contained within legislation governing the sale of goods to consumers (private users). This warranty does not in any way detract from or affect the statutory rights of the customer.

Please note:

- This warranty is only available for and only applies to those products officially imported into the European Union (the EU) by Kawasaki Motors Europe N.V. and sold within the EU by an authorised Kawasaki dealer.
- This warranty is only valid within European countries, which have official Kawasaki authorised representation for the product(s) concerned.

### Warranty Exclusions

Kawasaki will not accept responsibility if, in its sole opinion, the part or parts require repair or replacement as a direct result of:

- a) Alteration from standard specification in a manner, which affects the performance, durability or safety of the product or any of its component parts or genuine Kawasaki accessories, e.g.:
  - i) The fitting of non-genuine Kawasaki parts or accessories, unless these are recommended or approved in writing by Kawasaki;
  - ii) Modifications or adjustments not recommended or approved in writing by Kawasaki.
- b) The use of lubricating oils, fuel or other fluids (including cleaning materials) which are not in accordance with the recommendations contained in the owner's manual.
- c) Improper uses, improper repair (this includes fitting of non-genuine or 'pattern' parts), accidental or fire damage and contamination by or submergence in water.
- d) Deterioration due to normal wear and tear in service. The warranty does not cover routine service adjustment or normal replacement of service items (such as oils, fluids, spark plugs and filters), or wear and tear items (such as brake and clutch friction materials, drive chains or belts, tyres, cables and bearings).

However, such items are covered if replacement is required as a direct result of a manufacturing or material defect.
- e) Any competitive racing or related use.

- f) Any damage or consequential damage caused by accident or by owner's or operator's neglect or abuse.
- g) Improper storage or deterioration from the elements.

The warranty may not apply if:

- i) The periodic maintenance and servicing is not carried out by an authorised Kawasaki dealer at the appropriate intervals specified in the relevant owner's manual. Evidence of this servicing must be produced, if requested, at the time of any warranty claim. It is the owner's responsibility to ensure the service record book is kept up to date by the servicing dealer. It is advisable also to keep copies of any service or repair invoices in case the book is lost.
- ii) Any problem experienced is not reported to a Kawasaki Dealer within a reasonable time or the motorcycle is not properly inspected by that dealer. The owner should take all possible steps to prevent further damage as soon as any problem is apparent. Any consequential damage that is caused by the continued use of the product after a problem has been identified may not be covered by this warranty.

The warranty covers private use only. The warranty will not apply if the unit is used for any business or commercial purpose.

The following items are not covered:

- Cables
- Batteries
- Bulbs
- Accessories (including Kawasaki accessories)
- Cosmetic appearance

### Breakdown

In the event of a breakdown it is the owner's responsibility to ensure the product is taken to an authorised Kawasaki Dealer for attention. Kawasaki will not be responsible for recovery costs or any other costs associated with the transportation of a product to a Kawasaki Dealer.

### Warranty transfer

The extended warranty plan can be transferred to subsequent private owners of the covered product at no cost. Applications can be made by using the warranty transfer form in the warranty booklet or through any Kawasaki dealer.

### Right to cancel

The plan may be cancelled and a refund made in full at the purchaser's request within 30 days of purchase. An administration fee of 25 Euro will be deducted from the refund.

A refund will also be considered after the start of the extended warranty period in case of theft or total loss due to an accident. In these cases the refund will be made upon the following basis:

- Deduction of an administration fee of 25 Euro.
- Deduction of any claim amount paid under the extended warranty programme.
- Deduction of the proportional amount of the plan fee according to the number of months the extended warranty has been running.

This right to cancel is in addition to and does not in any way detract from or affect the statutory rights of the customer. Any refunds will be made by the selling dealer after application to and approval by Kawasaki.

# Warranty<sup>Plus</sup> Select - Terms and Conditions

Kawasaki warrants products with Warranty<sup>Plus</sup> Select extended warranty to be free of manufacturing defects for 12 or 24 months from the date of commencement of the programme.

The programme commences either at the date of sale of the covered unit to the customer or, if the unit has any Kawasaki warranty cover remaining (including Warranty<sup>Plus</sup>), at the expiry date of the remaining warranty.

The programme is only available to authorised dealers, for coverage of an approved used Kawasaki motorcycle.

Approved 'Select' street legal motorcycles can be covered for private use only.

## Definitions

- **Select:** A Kawasaki motorcycle that has been previously owned and used for private use only, is not more than 5 years old and has not covered more than 50.000 km/31.000 miles. It must have been checked by a dealer according to a comprehensive checklist and accepted for the scheme by Kawasaki. The motorcycle must not have been modified from its original specification and must have a full service history.
- **Street-legal motorcycles:** only models sold as street legal by KME may be covered. Non street legal models such as KLX110 / KLX300 / KLX450/ KDX220 or any KX model which may have been registered for street use by private individuals, dealers or traders cannot be covered by this warranty.
- **Private use:** a private user is defined as "any person who is acting for purposes which are not related to his trade, business or profession".

## Warranty Terms and Conditions

If, within the extended warranty period, a failure occurs which is determined by Kawasaki to be caused by a manufacturing defect, Kawasaki will, at its discretion, arrange for the repair or replacement of the necessary parts at no cost to the customer. This can be carried out by any authorised Kawasaki Dealer. However, it is recommended that repairs and servicing are done by the original selling dealer who has a full history and knowledge of each product they have sold.

Note the following terms used throughout this document:

- 'Kawasaki' = Kawasaki Motors Europe N.V.
- 'Dealer' = Official Kawasaki dealer authorised for the relevant product group.

This warranty contains obligations and exclusions solely on the part of Kawasaki Motors Europe N.V. and not on the part of any dealer.

Nothing in this document shall be construed as an agreement between Kawasaki and any of its authorised dealers or their staff.

Under current EU Consumer Law, customers have certain statutory rights contained within legislation governing the sale of goods to consumers (private users). This warranty does not in any way detract from or affect the statutory rights of the customer.

Please note:

- This warranty is only available for and only applies to those products officially imported into the European Union (the EU) by Kawasaki Motors Europe N.V. and sold within the EU by an authorised Kawasaki dealer.
- This warranty is only valid within European countries, which have official Kawasaki authorised representation for the product(s) concerned.

## Warranty Exclusions

Kawasaki will not accept responsibility if, in its sole opinion, the part or parts require repair or replacement as a direct result of:

- a) Alteration from standard specification in a manner, which affects the performance, durability or safety of the product or any of its component parts or genuine Kawasaki accessories, e.g.
  - i) The fitting of non-genuine Kawasaki parts or accessories, unless these are recommended or approved in writing by Kawasaki;

- ii) Modifications or adjustments not recommended or approved in writing by Kawasaki.
- b) The use of lubricating oils, fuel or other fluids (including cleaning materials) which are not in accordance with the recommendations contained in the owner's manual.
- c) Improper use, improper repair (this includes fitting of non-genuine or 'pattern' parts), accidental or fire damage and contamination by or submergence in water.
- d) Deterioration due to normal wear and tear in service. The warranty does not cover routine service adjustment or normal replacement of service items (such as oils, fluids, spark plugs and filters), or wear and tear items (such as brake and clutch friction materials, drive chains or belts, tyres, cables and bearings).  
However, such items are covered if replacement is required as a direct result of a manufacturing or material defect.
- e) Any competitive racing or related use.
- f) Any damage or consequential damage caused by accident or by owner's or operator's neglect or abuse.
- g) Improper storage or deterioration from the elements.

## The warranty may not apply if:

- i) The periodic maintenance and servicing is not carried out by an authorised Kawasaki dealer at the appropriate intervals specified in the relevant owner's manual. Evidence of this servicing must be produced, if requested, at the time of any warranty claim.  
It is the owner's responsibility to ensure the service record book is kept up to date by the servicing dealer. It is advisable also to keep copies of any service or repair invoices in case the book is lost.
- ii) Any problem experienced is not reported to a Kawasaki Dealer within a reasonable time or the motorcycle is not properly inspected by that dealer.  
The owner should take all possible steps to prevent further damage as soon as any problem is apparent. Any consequential damage that is caused by the continued use of the product after a problem has been identified may not be covered by this warranty.
- iii) A mechanical breakdown occurs within the first 60 days from the commencement of the warranty and it is determined that the condition of the motorcycle did not warrant eligibility for coverage.

The warranty covers private use only. The warranty will not apply if the unit is used for any business or commercial purpose.

## The following items are not covered:

- Cables
- Batteries
- Bulbs
- Accessories (including Kawasaki accessories)
- Cosmetic appearance (paint, plating, polished)

## Breakdown

In the event of a breakdown it is the owner's responsibility to ensure the product is taken to an authorised Kawasaki Dealer for attention. Kawasaki will not be responsible for recovery costs or any other costs associated with the transportation of a product to a Kawasaki Dealer.

## Warranty transfer

The extended warranty plan can be transferred to subsequent private owners of the covered product at no cost. Applications can be made by using the warranty transfer form in the warranty booklet or through any Kawasaki dealer.