

YOUR WARRANTY RIGHTS AND OBLIGATIONS

This emission control system warranty is part of your purchase agreement and applies to the ultimate purchaser (the first person who in good faith purchases the product for purposes other than resale) and each subsequent purchaser. The emission control system warranty period for this vehicle begins on the date the vehicle is first placed into service by the ultimate purchaser and continues for 30 months after that date, or 5,000km, whichever comes first, provided there has been no abuse, neglect or improper maintenance of your vehicle. This vehicle is designed, built and equipped to meet U.S. EPA emission standards for the full useful life of the vehicle. Where a warrantable condition exists, Baja will repair your vehicle at no cost to you, including diagnosis, parts and labor. If an emission-related part on your vehicle is defective, the part will be repaired or replaced by Baja. This is your emission control defects warranty.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance. You should maintain a record of all maintenance performed on your vehicle and retain all receipts covering maintenance on your vehicle. You may not be denied a warranty claim solely because of your failure to ensure the performance of all scheduled maintenance or lack of maintenance records or receipts. You are responsible for presenting your vehicle to an authorized dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should be aware that you may be denied your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

WARRANTY COVERAGE:

Baja warrants that each new 2010 and later vehicle:

- is designed, built, and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency, and the California Air Resources Board; and
- is free from defects in material and workmanship which cause such vehicle to fail to conform with applicable regulations of the United States Environmental Protection Agency or the California Air Resources Board for the periods specified above.

Your emission control system warranty covers components whose failure would increase an engine's emission, including electronic controls, fuel injection system, carburetor, the ignition system, catalytic converter, or any other system utilized in this vehicle to control emission if it is originally equipped. Also included may be hoses, connectors and other emission-related assemblies. Replacing or repairing other components (including parts, labor, and other costs) not covered by this emission control system warranty or the standard warranty is the responsibility of the owner.

Coverage of repairs under this warranty applies only when repairs are completed at an authorized dealer or repair facility. Baja will not cover repairs performed outside of an authorized dealer or repair facility, except to correct an unsafe, emergency condition attributable to Baja. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your vehicle's emission control system. If such a replacement part is used and an authorized dealer determines it is defective or causes a failure of a warranted part, your claim for repair to bring your vehicle into compliance with applicable standards may be denied.

If an unsafe, emergency condition exists attributable to Baja, repairs may be performed at any available service establishment, or by the owner, using any replacement part, as long as the operator tries to restore the engine/equipment to its proper configuration as soon as possible. Baja will reimburse the owner for the expenses, including diagnostic charges, not to exceed Baja's suggested retail prices for all warranted parts replaced and labor charges based on Baja's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. The owner may reasonably be required to keep receipts and failed parts in order to receive compensation.

This Emission Control System Warranty is in addition to the standard Limited Warranty.

EXCLUSIONS AND LIMITATIONS:

This warranty does not cover the following:

- Failures or malfunctions of the emission control systems caused by abuse, alteration, accident, misuse, the use of leaded gasoline.
- Replacement of expendable maintenance items unless they are original equipment defective in material or workmanship under normal use, and the first required replacement interval for the item has not been reached. Expendable maintenance items include but not limited to spark plugs, filters, coolant, lubricants, gaskets, hoses, and belts.
- Replacements of parts and other services and adjustments for required maintenance.
- Any vehicle equipped with an odometer or hour meter where the reading is altered so that actual mileage cannot be readily determined.
 - Repairs or replacements as a result of accident, misuse, or use of replacement parts or accessories not conforming to the original specifications which adversely affect performance
- Physical damage, corrosion, or defects caused by fire, explosions or similar causes beyond the control of Baja.
- Failures not caused by a defect in material or workmanship.

Use of the vehicle in any type of competitive racing or related events immediately and completely voids this and all other warranties. Failure to follow the recommended jetting chart/altitude adjustments, if applicable, or other unauthorized modifications, will be considered improper maintenance and use of the vehicle, and may result in the denial of warranty claims.

LIMITED LIABILITY

The liability of Baja under this Emission Control System Warranty is limited solely to the remedying of defects in material workmanship by an authorized dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the vehicle or transportation of the vehicle to/from the authorized dealer. Baja is not liable to any person for incidental, consequential or special damages of any description, whether arising out of express or implied warranty or any other contract, negligence or other tort or otherwise.

No express emission control system warranty is given by Baja except as specifically set forth herein. Any emission control system warranty implied by law, including any warranty of merchantability or fitness for a particular purpose is limited to the express emission control system warranty term stated in this warranty. The foregoing statements of warranty are exclusive and in lieu of all other remedies. All express warranties not stated in this warranty are disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply if it is inconsistent with the controlling state law.

No dealer is authorized to modify this Emission Control System Warranty. If you have any questions regarding your warranty rights and responsibilities, you should contact BAJA INC. (888) 863-2252, 1428 Pearman Dairy Road, Anderson, SC 29625, or the California Air Resources Board, 9528 Telstar Avenue, El Monte, CA 91731 (for California registered vehicles only).