

TERMS and CONDITIONS



Canadian Kawasaki Motors Inc., 101 Thermos Road, Toronto, Ontario, (416)-445-7775 (hereinafter Kawasaki) offers to the initial retail purchaser of a new Kawasaki product the Kawasaki Protections Plus (hereinafter KPP). Purchase of this plan is not required in order to purchase, register or obtain financing for a product covered by this plan. KPP is not an insurance policy.

Below are the Terms and Conditions for KPP:

COVERAGE

Coverage under the KPP plan commences the day following the expiration date of the original Kawasaki Limited Warranty.

Any Kawasaki part or component, EXCEPT FOR THE EXCLUSIONS LISTED, found by Kawasaki to be defective in material or factory workmanship within the KPP term shall be repaired or replaced at Kawasaki's option, without charge for materials or labour up to the original purchase price of the product. The sum of all claims over the life of the plan shall not exceed the purchase price of the product.

Repairs are performed during normal business hours at any Kawasaki dealer located within Canada or the U.S.A. who is authorized to repair the product. There is no mileage limitation or deductible charge on covered items during the KPP term. Parts repaired and replaced under this plan continue to be covered only for the duration of the plan.

TRANSFER RIGHTS

THE COVERAGE PROVIDED BY KPP MAY BE TRANSFERRED TO A SUBSEQUENT OWNER BEFORE THE EXPIRATION DATE WITHOUT PAYMENT OF A TRANSFER FEE. To transfer KPP to a subsequent owner, it is required that a transfer of registration takes place. Any authorized Kawasaki dealer will help with the change of ownership. All maintenance records must remain with the products for use by the subsequent owner.

CANCELLATION

1. The request for cancellation must be submitted in writing to Kawasaki head office.
2. KPP may be cancelled within thirty (30) days of the date purchased for a full refund of the purchase price less any claims paid under the plan.
3. After the expiration date of the initial thirty (30) day period, this plan may be cancelled only with proof of one of the following: theft, or total lost. The refund will then be prorated based on the unexpired time remaining, in full years, less any claims paid under the plan.

OWNER OBLIGATIONS

To maintain coverage, the owner must perform the owner's obligations, operate and maintain the product as outlined in the Owner's Manual. Service inspections, adjustment, and replacements in accordance with the time and mileage intervals and other recommendations given in the maintenance schedule are essential. The owner is responsible for paying all maintenance costs, including scheduled periodic service costs. Keep receipts and other records showing that proper maintenance and service have been performed.

LOSS OF USE – CONSEQUENTIAL DAMAGES

The repair or replacement of defective Kawasaki parts or components shall constitute the purchaser's sole remedy and the sole liability of Kawasaki. KAWASAKI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, LOSS OF USE TO THE PRODUCT, EXPENSE TO RETURNING THE PRODUCT TO AN AUTHORISED KAWASAKI DEALER, PERSONAL INJURY OR DAMAGES TO PROPERTY.

EXCLUSIONS – ITEMS NOT COVERED

1. Failures which are not due to a defect in material or factory workmanship.
2. Product engaged in racing or competition, sustained wide-open throttle operation or over-revving the engine.
3. Repair or replacement required as a result of (i) accident or collision; (ii) misuse, abuse or neglect; (iii) lack of reasonable and proper maintenance; (iv) repairs improperly performed or replacement parts improperly installed; (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability; (vi) alterations or modifications not recommended or approved in writing by Kawasaki; (vii) wear and deterioration (including loss of engine compression) occasioned by the use of the product.
4. Regular maintenance service, adjustments or replacement of expendable maintenance items as outlined in the Owner's Manual, but not limited to: filters, spark plugs, brake shoes/pads, hydraulic brake hoses, belts, impellers and intake grilles, mats and bumpers. Regular maintenance also includes adjustments necessary due to environmental conditions such as barometric pressure, temperature, and humidity.
5. Damage resulting from use of non-recommended lubricant and coolant or lack thereof.
6. Tires, cables, chains, sprockets, drive belts, rubber belts, shock absorbers/suspension springs, suspension seals/bearings/bushings, drive axles/joints, batteries, bulbs, audio equipment, accessories, cosmetic appearance, gel coat stress cracks, watercraft hulls and handlepoles.
7. Damage as a result of sand, water, rust and/or rocks.
8. Damage as a result of excess load including occupants and/or cargo; tow loads in excess of maximum weights as specified in the Owner's Manual.
9. Deterioration from the elements.

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