#### **IMPORTANT INFORMATION**

# Important information for dealers and to be passed on to consumers/customers

# GENERAL SAFETY WARNING

Any fitment information provided on this website is intended only as a quick reference guide to fitment information provided to direct you to our catalog information and the manufacturer's information. Consult manufacturer publication(s) and/or website(s) for specific fitment and application information and other important information. This fitment information is based upon the stock version of the motorcycle or unit referenced and any accessory added or other modification could invalidate the quick reference information provided.

Failure to follow manufacturer's recommendations and requirements can cause product failure resulting in serious injury or death. While care has been taken in collecting this quick reference fitment information, LeMans Corporation accepts no liability for loss or damage resulting from errors or omissions. If you believe any of the information you are provided is erroneous, please email <u>fitment@parts-unltd.com</u>.

## **GENERAL RIDING SAFETY INFORMATION**

Riding motorcycles, ATVs, UTVs, snowmobiles, personal watercraft and any other powersports vehicles is a dangerous activity. When riding, always wear a helmet, eye protection and protective clothing. There is no assurance that serious injury or death can be avoided even if you wear the product shown on this website and take all precautions to avoid every risk. Please ensure that any products you purchase fit properly. Improperly fitting products can impair your ability to control your motorcycle, ATV, UTV, snowmobile, personal watercraft and any other powersports vehicle.

## TIRE SAFETY WARNING

Maintain recommended tire pressure and follow owner's manual. Failure to follow manufacturer's recommendations and requirements can cause tire failure resulting in serious injury or death. All tires should be mounted only by trained personnel. Only properly trained personnel using proper tools and safety equipment should undertake mounting of tires and they should follow recommended procedures, especially for ATV/UTV tires, including but not limited to the following (I) use only a clip-on style air chuck with a long extension hose, remote filler and inflation gauge; (II) using a tire mounting lubricant, lube the tire and rim bead seat; (III) the tire and wheel must be located away from all personnel using a solid barrier like a block wall or tire mounting cage between the tire/wheel assembly and the installer with the tire/wheel assembly being out of "line of sight" during the inflation process; (IV) determine the tire's maximum recommended tire inflation pressure; (V) remove the valve core from the valve, inflate the tire until the beads' seat snap or until the manufacturer's maximum recommended tire pressure is reached but never exceed the tire manufacturer's maximum pressure; (VI) if the tire beads do not snap, stop and release all air from the tire/wheel assembly and call the manufacturer for help; (VII) once the tire bead is seated, disconnect the chuck, re-install the valve core and inflate to the proper operating pressure.

## WHEEL SAFETY WARNING

When selecting wheels, the tires for your application must have a load index and speed rating equal to or greater than the tire fitted as original equipment. Consult manufacturer's publication(s) and/or website(s) for complete information.

## EMISSIONS CONTROL REGULATIONS INFORMATION

DISCLAIMER Exhaust systems for OEM non-emission control system equipped motorcycles as well as slip-on mufflers that mount downstream of and which do not inhibit the proper function of emission control systems are considered legal replacement parts by the California Air Resources Board (CARB). CARB does not, however, permit the use of aftermarket exhaust systems that remove or alter OEM emission control devices unless certified by CARB, other than for closed circuit race use only. More California exhaust information is available at www.arb.ca.gov/.

DISCLAIMER Aftermarket products, including but not limited to fuel/air controllers which alter, modify, or replace emission control devices or systems of an originally compliant highway motorcycle, are not legal for street use in California unless they have been issued a CARB Executive Order. Aftermarket emissions related products which have not been issued an Executive Order or which are not aftermarket Replacement Parts, as defined in Title 13, California Code of Regulations, Section 1900(b)(2), are authorized for closed circuit race use only. See manufacturer's information and state and local laws to determine what is authorized for your use on your vehicle.

DISCLAIMER Products shown may be designed, manufactured, intended and sold for closed circuit race use only and use of the same on public roads or lands may be a violation of local, state and/or federal laws.

DISCLAIMER Check your applicable laws and manufacturer's publication(s) and/or website(s) for manufacturer's warranty, maintenance, safety, mounting and any regulatory compliance/non-compliance information.

## TERMS AND CONDITIONS OF USE

By using this site or downloading materials from this website, you agree to be bound by the terms and conditions set forth in this notice. If you do not agree to them, do not use this site or download any materials from it.

### DEALERS

We sell only to legitimate businesses in our industry serving the public. We reserve the right to refuse to sell to any account not meeting our requirements.

### <u>DELIVERY</u>

Phone and PartsNetWeb / DragNetWeb orders received by 3 p.m. are normally shipped the same business day.

### DISCLAIMER OF WEBSITE WARRANTIES

All information on this website is supplied without any express warranty, condition or other term as to the quality of any specified goods, their suitability for any particular purpose or non-infringement of any intellectual property rights and any and all implied warranties.

### LINKS

If you decide to visit any linked site from this website, you do so at your own risk and it is your responsibility to take all measures against viruses or other destructive elements. LeMans Corporation assumes no responsibility for material created or published by third parties that are linked to herein. Links do not imply that LeMans Corporation sponsors or is affiliated with any entity whose products or services are described therein.

#### <u>COOKIES</u>

A cookie (i.e. a small data file that certain websites may send to your address when you visit them) can be put in some parts of our website, with a view of tracking user traffic patterns. If you prefer not to receive cookies, you can set your browser to warn you before accepting cookies and refusing them whenever your browser alerts you to their presence. You can also refuse all cookies by turning them off in your browser.

#### PHONE HOURS/CST

7 AM to 8 PM Monday through Friday. Most Saturdays until noon.

#### TOLL FREE PHONE NUMBERS

Dealers may phone or fax our toll free numbers

- Parts Unlimited Phone 800-369-1000 Fax 800-369-1060
- Drag Specialties Phone 800-222-3400 Fax 800-222-8595

#### MINIMUM ORDERS

We add a \$10.00 handling charge to orders under \$50.00.

#### **INTERNATIONAL ORDERS**

Please write or fax our International Sales Group for complete ordering information <u>IOrders@parts-unltd.com</u> LeMans Corporation P.O. Box 5222, Janesville, WI 53547-5222; FAX 608-758-1097.

#### BACKORDERS

All backorders will be automatically shipped when available unless you indicate NO BACKORDERS. Backorders over 30 days old are reconfirmed before we ship.

#### WAREHOUSES NATIONWIDE TO SERVE YOU FAST

Most orders are shipped complete from the closest warehouse. Any item not in stock will be automatically cross shipped from the next closest warehouse. If you do not want this service, please specify NO CROSS SHIPPING when you place your order.

#### PRICES

We reserve the right to change prices at any time.

#### <u>TERMS</u>

All orders will be shipped C.O.D. unless you have been approved for open account status. The C.O.D. charge on UPS shipments is \$12.00 per shipment. Dealers requesting an open account should acquire an application and guarantee form. Open account terms are net 10<sup>th</sup> of the month for all purchases made in the preceding month. Visa, Discover and MasterCard also accepted.

#### FREIGHT

A. We pay all shipping charges on all normal orders over \$300.00 in the Continental U.S.A.

- B. You may request a "quick ship" mode of transportation for your order, such as air freight, air mail, air express or UPS air. If you specify a "quick ship" method, you will be billed for the entire freight amount.
- C. Alaska, Hawaii and Puerto Rico orders are shipped F.O.B our warehouse.

#### DAMAGED SHIPMENTS

SIGN only for the number of packages received. Indicate DAMAGED when you sign for the material if it is damaged. KEEP the shipping carton. HOLD the goods. NOTIFY us by TOLL FREE phone for instructions. Any DAMAGED goods MUST be reported within 10 days of date of invoice.

### PRODUCT OVERAGES/SHORTAGES

If a product is missing, or if an extra product is included (but not ordered), please contact Customer Service. All overages/shortages must be reported within 10 days of receiving goods. Please have invoice number and number of packages received available.

#### RETURNED CHECKS AND REFUSED SHIPMENTS

All returned checks and refused shipments will result in a \$25.00 processing charge.

#### HAZARDOUS MATERIALS

UPS charges an additional Hazardous Materials charge of \$25.00 per ground package requiring shipping papers under 49 C.F.R Section 172.200. Any hazardous materials charges are the dealer's responsibility.

#### MERCHANDISE RETURNS

Return authorization required. Call to request an authorization number. No freight or restocking fee will be charged on returned goods found to be defective or not as ordered. Returns for any other reason will be charged a restocking fee. All sales are final on discontinued and closeout items. All returns are subject to inspection for determination of credit. Mark authorization number prominently on outside of package and send freight prepaid to

### PARTS UNLIMITED/DRAG SPECIALTIES 3511 KENNEDY ROAD JANESVILLE, WI 53545

#### WEBSITE CONTENTS

We assume no liability for any errors in listings, specifications, part numbers, prices or model applications. We reserve the right to change specifications, product descriptions, pricing and application at any time without notice and without further obligation. The reproduction of any material from this website is forbidden without our written approval.

#### LIMITED WARRANTY

We do not guarantee the items sold by us or warrant the merchantability or fitness for purpose. Manufacturers supply their own warranties and guarantees and most of them do not permit a wholesaler or distributor to make any adjustment, replace any part or accept for return or exchange any defective or unsatisfactory item. Please follow the guarantee or warranty instructions when provided by the manufacturer. Any damages arising from the design or manufacturing of any item are the sole responsibility of the manufacturer.

**Improper Care or Misuse** LeMans Corporation shall have no obligation hereunder in the event the Goods have been modified by any other person or organization, or where the Goods become defective in whole or in part as a result of improper installation, improper maintenance, improper use, abnormal operation or any other misuse or mistreatment of the Goods.

**Proof of Purchase** LeMans Corporation shall have no obligation hereunder in the event the Customer is unable to present a receipt evidencing the date on which the Customer purchased the Goods.

**Exhausts** Exhaust systems are warranted for manufacturing defects only. There is no warranty on exhaust pipes and mufflers with regard to any discoloration. Discoloration (blueing) is caused by tuning characteristics, exhaust timing, carburetor jetting, overheating, etc. and is not caused by defective manufacturing.

**Disclaimers of Warranties** The warranties contained herein are expressly in lieu of any other expressed or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, or any other obligations on the part of LeMans Corporation. Any models, drawings, plans, affirmations of fact, promises or other communications by LeMans Corporation with reference to the performance of the Goods are solely for the convenience of the Customer and shall not in any way modify the expressed warranties and disclaimers set forth herein. The Customer acknowledges purchasing the Goods solely on the basis of the commitments of LeMans Corporation or to assume for LeMans Corporation any other liability in connection with the Goods.

**Consequential Damages** LeMans Corporation shall not be liable for any consequential or incidental damages arising from the breach of any warranties, the failure to deliver, delay in delivery, delivery in non-conforming condition, or for any other breach of contract or duty between LeMans Corporation and the Customer.

**Limitation of Actions** Any action resulting from the breach of any warranty contained herein by LeMans Corporation must be commenced in one (1) year after the cause of action is accrued. In no event shall LeMans Corporation's total liability for any or all breaches exceed the purchase price of the Goods.

"Customer" – As used herein, the term "Customer" shall mean retail purchasers of Goods.

All model designations and applications used herein are determined by the manufacturer as USA-specific. Contact the individual manufacturer for additional international model information.