



## Limited Warranty Terms and Conditions – Tracker Off Road

Tracker Off Road (“Company”) provides that any new Model Year 2021 Tracker Off Road gasoline vehicle (the “Vehicle”) purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the “Limited Warranty”). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee (“Purchaser”) for defects reported to Company no later than the following warranty periods for the Vehicle parts and components set forth below (the “Warranty Period”):

Vehicle		Warranty Period – Recreational	Warranty Period – Commercial
<b>ATV</b>	90 / 300 / 450 / 570 / 700	12 months from date of sale	3 months from date of invoice
<b>Side by Side</b>	500S / 800 / 800 Crew	18 months from date of sale	
Company supplied batteries		30 days from date of sale	

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Warranty Department.

Exclusions to this warranty include normal wear, abuse, or corrosion and the following parts and items:

Tires	CV Boots	Torn or Punctured Upholstery
Oil Filter	Drive Belt	Cracks or Gouges in Body Panels
Air Filter	Brake Pads	Drive/Driven Clutch Wear Parts
Light Bulbs	Spark Plug(s)	Windshield
Shock Absorber(s)*		

\* Limited to one (1) year of “normal” riding conditions — replace for defective or leaking shock, corroded or pitted shaft, peeling chrome.

**NOTE: Vehicles that are factory equipped with FOX, Elka, or JRi shocks and experience a shock failure of workmanship or material within the factory Warranty Period must not be tampered with. Only the air pressure valve (p/n 2603-511 — FOX shocks only) is serviceable during the Warranty Period. Any other tampering with the shock will void warranty.**

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration;
- damage to or deterioration of a Vehicle or part resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

The Company shall not be responsible for and this Limited Warranty excludes recovery of economic, punitive, consequential and incidental damages, lost profits, and loss of use. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Our aggregate liability may not exceed the price of the product. The law of the State of Minnesota shall apply to all claims or disputes, exclusive of its conflicts of law provisions.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE:**

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper break-in procedures, storage procedures (if stored for extended periods), and/or service as recommended in the Owner's Manual;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the vehicle has been used in any way for racing purposes;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has had engine removed for use in another vehicle;
- has had removal or mutilation of the Vehicle Identification Number or Engine Serial Number;
- has had damage due to improper transportation;
- is equipped with non-standard tires not approved by Company.

**USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

**LIABILITY LIMITATIONS:** IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE.

**AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Warranty Department.

**EMISSIONS CONTROL WARRANTY:** The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided in a separate Statement with the Vehicle.

**IMPLIED WARRANTY EXCLUSION AND DISCLAIMER**

To the fullest extent permitted by law, the Company excludes and disclaims all implied warranties of merchantability and fitness for a particular purpose. If you are not satisfied with warranty service or repairs, contact us at 877-394-6727.