### HYPERPRO warranty conditions / certificate

HYPERPRO Sales B.V., Hulsenboschstraat 26, 4251 LR Werkendam, subsequently called Hyperpro, warrants to the original retail purchaser that each new Hyperpro product, purchased from an authorized Hyperpro dealer, shall be free from material and manufacturing defects for the period(s) of time listed below, when used on private motorcycles, scooters and quads for personal use under normal operating conditions.

#### 1. Warranty coverage

This warranty covers defect in material and workmanship in the below listed Hyperpro products. In order to account for a warranty, scheduled maintenances for the below listed products and times must be undertaken by authorized personnel at one of the Hyperpro service points. This warranty includes the removal of all damages or defects, which appear during the warranty period and are listed in this warranty, through repair or replacement of all concerning parts. Replaced parts become property of Hyperpro. The costs of material and working hours are on Hyperpro’s account. Hyperpro is not responsible for the costs of dismantling and re-installation as well as transporting costs. Hyperpro’s sole and exclusive obligation under this warranty is limited to the exchange/replacement of a defective Hyperpro product in accordance with this limited warranty. This warranty is valid worldwide.

#### 2. Warranty period

This warranty commences on the date of purchase and accounts for the following periods for the following covered Hyperpro products:

A. **Lifetime warranty**: all Hyperpro frontfork springs and shockabsorber replacement springs

B. **Two (2) years**: all Hyperpro Shock Absorbers, all Hyperpro Steering Dampers and all mounting kits
C. Five (5) years warranty on all “hard parts” on shock absorbers
Warranty for a mounting kit and/or for a Hyperpro Steering Damper is only possible when the defect is in combination with the combined Hyperpro Steering Damper and mounting kit.

The warrant extinguishes after the above listed time and does not extend when a warranty claim is performed during this period of time or even if the product is repaired or exchanged.

3. Warranty settlement
To make a claim under this warranty, the purchaser must return the defective product to the original place of purchase or an authorized Hyperpro dealer (in the event that the original seller no longer exists) for verification of exchange. A valid copy of the original dated retail proof of purchase receipt containing the correct sales date, the product, the vendor and the products serial number, and a return delivery note must accompany any warranty claim. Take care of packaging, because Hyperpro is not responsible for the transportation costs and damages, and are not covered by this warranty.

If the provisions of this warranty are met and the product is determined to be defective and qualifies for replacement, the product will be replaced with a new unit of the same replaced Hyperpro part number. In the case of a unit being replaced, replacement must be stated in the application section of the current Hyperpro catalogue.

4. Warranty exclusion
The warranty does not apply to conditions caused by normal wear and tear, nor to Hyperpro products that have been:
A: Altered, modified, reworked, improperly applied or installed
B: Installed on vehicles used for commercial or racing purposes
C: Damaged due to vehicle modifications or accidents.
Should these modifications have been performed by an unauthorized third-party, Hyperpro cannot be held accountable for the consequences that arise of these modifications.

Hyperpro’s warranty is in lieu of and excludes all other warranties, express, implied, statutory, or otherwise created under applicable law, provided however, that any warranty of merchantability and any warranty of fitness for a particular purpose are limited to the limited warranty periods set forth herein for the products. Hyperpro shall not be liable for direct, indirect, special, incidental or consequential damages of any nature whatsoever. Purchaser’s sole and exclusive remedy under this warranty shall be limited, at Hyperpro’s exclusive discretion, to
1. Replacement of any defective product, or;
This warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the product and any sale or other transfer of the product shall void this warranty and Hyperpro shall thereafter have no further obligation or liability with regards thereto.

Warranty claims will not be honored for products that:
A. Are used, but are not defective. (An example is where only one unit is defective and the consumer requests a pair to be replaced. Since the Hyperpro warranty only covers the defective unit, the claim for the used, but not defective unit, will not be honored.)
B. Do not qualify due to the expiration of the warranty period specified above for each product
C. Installed on non-cataloged applications
D. Purchased from an unauthorized Hyperpro distributor
E. Are improperly installed, modified or abused, and/or;
F. Are installed on vehicles for commercial or racing purposes
G. Are not serviced according to the Hyperpro recommendations:
   Shocks: every 25,000km / once every 2 years
   Steering Dampers: every 25,000km / once every 2 years

5. General warranty conditions
Information or assistance regarding warranty claims may be obtained by writing Hyperpro; Hulsenboschstraat 26, 4251 LR, Werkendam, the Netherlands, or mail to info@hyperpro.com.