



Company Policy.....	518
Limited Warranty .....	522
MAP Policy .....	519
Ordering and Returns .....	520
S&S Video Usage Policy ....	523
Warranty Service.....	521

# SECTION 13: WARRANTY & COMPANY POLICY

## S&S® CYCLE, INC.

14025 CTY HWY G, VIOLA, WI 54664

Phone 608-627-1497 • Fax 608-627-1488

Customer Support e-mail: [sscust@sscycycle.com](mailto:sscust@sscycycle.com)

Technical Support e-mail: [sstech@sscycycle.com](mailto:sstech@sscycycle.com) • Technical Support Direct Phone: 608-627-8324

International Support email: [isales@sscycycle.com](mailto:isales@sscycycle.com) • International Support Direct Phone: 608-627-1508

Website: [www.sscycycle.com](http://www.sscycycle.com)

### PUT YOUR CUSTOMER NUMBER HERE

#### Disclaimer

The names Harley®, Harley-Davidson®, H-D® and all trademarks owned by Harley-Davidson and its affiliated companies, and all H-D and Buell® part numbers and model designations are used for reference only. S&S Cycle is in no way associated with or authorized by Harley-Davidson Motor Co. to manufacture and sell any of the engine parts described in this catalog.

The installation of any S&S part may void or otherwise adversely affect your factory warranty. In addition, such installation and use may violate certain federal, state and local laws, rules and ordinances as well as other laws when used on motor vehicles operated on public highways, especially in states where pollution laws may apply.

Always check federal, state, and local laws before modifying your motorcycle.

It is the sole and exclusive responsibility of the user to determine the suitability of the product for his or her use, and the user shall assume all legal, personal injury risk, and liability and all other obligations, duties and risks associated therewith. S&S parts are intended for the very experienced off-road rider only.

#### Sales

S&S parts are obtainable from many distributors and dealerships throughout the world. Please reference our Dealer Locator on the S&S website for an authorized Dealer near you.

In order to receive dealer prices, new customers must complete a Dealer Application through the S&S Customer Support Department.

In order to receive distributor prices, new customers must provide, in addition to all of the dealer requirements listed above, a copy of your dealer catalog and dealer price list for consideration. It is left to S&S' sole discretion as to whom it allows to distribute S&S products.

#### Terms

Dealers and Distributors: UPS will no longer allow its drivers to collect cash for COD shipments.

S&S accepts Visa, MasterCard, and American Express

New Dealers and Distributors: For a period of six months following the acceptance of a completed Customer Application form, component orders for all new S&S customers shipped in the continental United States and abroad will be sent COD — payable with a money order or cashier's check at the time of delivery. A refused COD shipment will immediately set the account to prepaid. If customers prefer to avoid COD charges, orders may be prepaid by company check, money order, certified check, wire transfer or credit card. All complete and partial engine assembly orders for new S&S customers shipped in the continental United States and abroad will be sent prepaid by credit card, cashier's check, wire transfer, or money order.

Existing Dealers and Distributors: After six months as an S&S customer, dealers and distributors with a satisfactory payment and performance history may request company check or open account status from their Customer Support representative.

International: Any orders from outside the United States must be prepaid in United States funds. Freight charges may be prepaid by the customer or order may be shipped freight collect. S&S will fax an order acknowledgement that includes the customer's shipping preference each time an order is received. S&S will not place the order until the order acknowledgement form is signed and returned.

Telephone orders are left to S&S' discretion as to whether or not prepayment is required before the order is shipped.

Individuals: S&S requires that parts are purchased through a dealer; S&S will not ship a parts order to a retail customer. Credit card orders for apparel items may be placed online or by telephone.

Service Charges: S&S reserves the right to levy additional charges under the following circumstances:

Insufficient Funds: Any customer that has a check returned to S&S for lack of funds will be charged \$25.00 and will be immediately placed on pre-paid status.

Past Due: Any account that is 30 days past due will be assessed a charge of 1.5% on the balance due for each month the account is in arrears. The account will be put on hold until it is current.

Duplicate Manufacturer's Statement of Origin (MSO): Any customer requesting a duplicate MSO will be charged \$60.00 for each separate MSO required. Please be aware that a sworn affidavit must be completed and submitted to S&S before the duplicate MSO can be prepared.

#### NOTE:

Distributors are authorized to sell to dealers only. Retail sales are prohibited.

# MINIMUM ADVERTISED PRICE (MAP) POLICY

S&S Cycle will issue printed price lists indicating Manufacturer's Suggested Retail Pricing (MSRP) and maintain a current listing with effective date of MSRP on its internet website which can be amended at any time by S&S Cycle at its sole discretion. Any priced advertisement in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must be not less than the current MSRP as indicated on the printed price list or S&S internet website. Any pricing advertised that does not match or exceed that shown on the current printed price list or MSRP list on the S&S Cycle website will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.

Sales of any S&S products listed on the current price list through third party retailing (such as eBay and Amazon) is allowed providing the listed price is not below MSRP.

This MAP Policy applies only to advertised prices and does not apply to the actual price that S&S Cycle products are sold or offered for sale to an individual consumer within Reseller's location or over the telephone. Resellers are free to sell S&S Cycle products at any price they choose under these circumstances.

The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included S&S Cycle product below current MSRP as indicated on the S&S Cycle internet website or printed price list.

This MAP Policy does not establish maximum advertised prices. Resellers may offer S&S Cycle products at any price in excess of current MSRP.

Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (adding to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price," or similar phrases are acceptable as long as the price advertised or listed for the products is not below current MSRP. In addition, discounts applied at checkout to the customer's entire order based on customers purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.

S&S Cycle reserves the right to offer promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the nature and duration of the change. S&S Cycle further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers.

## Enforcement Procedures:

S&S has included its MAP Policy Enforcement Procedures in the Dealer Agreement to ensure all dealers signing the "acknowledgement" page is aware of the severity in which S&S will deal with violators of this policy. Any determinations by S&S under these enforcement procedures shall be binding upon the violator.

## First Offense:

Dealer will receive notification of the nature of the violation and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages, internet sites, or other electronic media.

## Second Offense:

Dealer will receive a notification and the account will be placed on a non-ship basis for thirty (30) days from the date of notice.

## Third Offense:

Dealer will receive a notification and the account will be placed on a non-ship basis for sixty (60) days from the date of notice. •

## Fourth Offense:

Dealer will receive a notification and the account will be placed on a non-ship basis indefinitely.

The administration of this MAP Policy and any determinations made under it are solely within S&S Cycle's discretion and authority. All questions about this MAP Policy should be in writing and directed via U.S. Mail to the Vice President of Sales, S&S Cycle Inc., 14025 County Highway G, Viola WI 54664. This policy is subject to change at S&S's sole discretion.



# ORDERING AND RETURN POLICY

### Ordering

Orders may be placed by telephone, fax, mail, or email. Special forms for written orders are not necessary. Special order parts will require payment in full by certified check, credit card or wire transfer before the order is placed, and in most cases a special order form is also required. S&S® requires specific information when ordering parts. Refer to the appropriate section of the catalog that contains the parts you want to order for the required information.

### How To Order By Fax, Mail or Email

Written orders should be mailed to:

S&S Cycle, Inc.  
Customer Support Representative  
14025 Cty. Hwy. G  
Viola, WI 54664

Fax orders should be sent to: 608-627-1488

Email orders should be sent to your Customer Support Representative.

When placing an order by letter, fax, or email, please include the following information:

1. First and Last Name.
2. Customer Number.
3. Company Name.
4. Street Address, City, State, and Zip Code.  
(UPS will not deliver to a post office box.)
5. Phone Number where you can be reached between 8:00 a.m. and 5:00 p.m. Central Standard Time.
6. Shipping Preference. Customer must specify the method of shipment e.g. UPS one-day air, UPS two-day air, UPS ground, Federal Express, Truck, or U.S. Mail.  
NOTE: S&S ships most domestic and international orders via UPS.
7. Year and model of motorcycle for each kit ordered.
8. Information that is helpful in establishing the correct S&S part has been ordered. Examples of information to include are: engine displacement, bore and stroke, cylinder height, and existing modifications to the motor.
9. S&S part number and quantities required.  
NOTE: The customer is responsible for determining & ordering the appropriate part number.
10. Deposit applies only to individual customers or orders for special parts.

### How To Order By Phone

When placing an order by phone please provide the information below:

1. Customer Number.
2. Name of person placing the order.
3. Company Name.
4. Street Address, City, State, and Zip Code. For dealers and distributors, S&S Customer Support Representative will verify current address against our computer listing each time an order is placed.
5. Shipping Preference. Customer will be asked to determine the method of shipment e.g. UPS one-day air, UPS two-day air, UPS ground, Federal Express, Truck, or U.S. Mail.  
NOTE: S&S ships most domestic and international orders via UPS.
6. S&S part numbers and quantities required. NOTE: The customer is responsible for determining and ordering the appropriate part number.
7. Information that is helpful in establishing the correct S&S part has been ordered. Examples of information to have available include: engine displacement, bore and stroke, cylinder height, and existing motor modifications.

### Backorders

Through continual expansion of equipment and facilities, S&S is making an ongoing effort to improve parts availability, however, backorders cannot always be avoided.

Items not in stock at the time the initial order is shipped may be backordered for a period of up to 14 days. The customer may request to hold the backordered parts for a full 30 days or cancel them at an earlier date.

During the backorder period if the customer decides the parts are no longer needed, it is the customer's responsibility to notify S&S that the order should be cancelled.

Shipping charges and restocking fees will be applied to any backorders that are refused in the same way they are applied to other orders that are refused.

### Refused Shipments

Orders that are refused or returned to S&S® for reasons such as insufficient funds or having no one available when the shipment is delivered are subject to a 20% restocking fee. The customer will then be put on Pre-Pay status and remain there for a minimum of 6 months.

Upon review of transactions for that 6 month period, the customer may go back to COD status at the discretion of S&S Cycle, Inc.

In addition, the customer is liable for all shipping charges. Any restocking fees and shipping charges that total \$50.00 or more must be paid before any additional orders will be accepted. Charges below \$50.00 will be added to the customer's next purchase.

### Prices

The prices for all S&S parts are FOB La Crosse, Wisconsin. S&S reserves the right to change prices and/or discounts without notice and to charge the prevailing prices at the time of shipment.

### Special Orders

All special order parts must be paid for in full before the part will be released for production. In addition, the customer must complete special order sheet and sign a copy of the sales order to verify that the specifications are correct. Once production has started, the order may not be cancelled. Special order parts are not returnable if they are machined to the customer's specifications. \* NOTE: Distributors of S&S Cycle, Inc. are not authorized to order Special Order items as this is a Race and Dealer only program.

There are three categories of special order parts:

Level 1: Special Order parts are parts that do not have special attributes that require additional engineering. An example of a level 1 part would be a special racing cylinder with a head bolt pattern that is in common usage and that S&S offers as a standard option.

Level 2: Special Order parts are unique parts that S&S has made in the past and has charged the customer for engineering and programming time on the first order. The original customer may order that part again for the cost of the part plus a small fee for loading the NC program. Any other customer who wants a similar part may either buy it from the original customer or may order it directly from S&S as a level three special order part.

Level 3: Special Order parts are special parts that S&S has never made before. An example of a level 3 part would be a special racing cylinder with a unique head bolt pattern. A customer ordering a level 3 part will be charged for the cost of the part plus any engineering time required to produce machining prints and for NC programming time.

### Special Order Payment

Placement of a special order must include full payment of the total cost of the part and the labor charge to complete the modification. The order will not be released for production until payment is received. Special orders cannot be cancelled or returned. Modification of some standard parts may void the normal S&S Parts Warranty.

### Returns

Shipments must be inspected by the customer immediately upon receipt to insure they are complete and undamaged. If damaged parts are discovered, an immediate claim must be made with the carrier. S&S must be notified within five (5) working days of the receipt of a shipment that has been determined to have shortages or contain incorrect or defective parts. It is advisable to phone S&S as soon as possible as issues can frequently be resolved more quickly over the phone.

The following requirements must be satisfied to receive credit, a refund, or to exchange merchandise.

1. Call S&S to obtain a Return Authorization (RA) number before the parts are returned. The RA number must be visible and clearly written on the container.
2. Return the parts to S&S within 10 days.
3. Package the parts to prevent any damage occurring during shipping. If parts being returned to S&S are damaged in transit because of inadequate packaging, they will be returned to the customer at the customer's expense. Repackaging parts using S&S containers does not always ensure the items are packaged properly. S&S original containers may be reused but good judgment must be applied to determine if additional protection is required.
4. All returns must be sent to S&S insured and prepaid. No CODs will be accepted.
5. All returns must be accompanied by a copy of the original invoice of purchase and a note explaining in sufficient detail the reason for the return. The Return Authorization number must be visible and clearly written on the container and the explanatory note.
6. Under no circumstances are damaged, altered, rusty, used or otherwise un-saleable parts eligible to be returned for credit. S&S will not issue an RA number for anything altered, used, unpackaged or deemed obsolete by S&S. S&S will also not issue an RA for anything invoiced over one year old.

Upon acceptance of the returned parts by S&S under the requirements described above, the customer will be charged a minimum restocking fee equal to 20% of the total value of the parts.

## All returns must be shipped to:

S&S® Cycle Inc.  
322 Causeway Blvd  
La Crosse, Wisconsin 54603

## Shipping

Domestic: S&S will ship most orders via UPS ground and will do so unless the customer requests another method. S&S will not ship by bus line but will ship via Federal Express or Truck at the customer's request.

Pre-Paid Shipping: Pre-payment of shipping charges by dealer allows them to receive S&S shipping rates, resulting in significant savings.

International: Due to high shipping and customs costs, it is recommended that international customers advise S&S of the carrier to be used, especially for a large order.

Orders that must be received quickly can be shipped by UPS-Waybill (three to four-day service) or UPS-Expedite (five to six-day service).

# OBTAINING WARRANTY SERVICE

## What Are The Procedures To Obtain Service Under This Warranty?

To obtain service under this warranty, the original Consumer Purchaser should immediately contact the dealer where the Engine was purchased. The dealer will then contact S&S® Cycle, Incorporated (the "Company") for a determination as to whether the defect in the Engine or part is covered by this warranty.

THE DEALER OR SERVICE PROVIDER MUST RECEIVE AUTHORIZATION FROM THE COMPANY BEFORE PROVIDING SERVICE UNDER THIS WARRANTY.

In the event that the Company determines the Engine or part must be returned to the Company for evaluation or service, the Company will provide the dealer with a Return Authorization Number to put on the shipping container for identification.

The original Consumer Purchaser or dealer must clean and properly package the Engine or part so as not to cause further damage and return the Engine or part, shipping costs prepaid, to the Company. The Return Authorization Number must be clearly visible on the outside of the shipping container. If the Engine or part must be cleaned prior to warranty inspection the cost of cleaning will be charged to the original Consumer Purchaser or dealer.

The original Consumer Purchaser or dealer must also send to the Company a detailed explanation of the relevant facts concerning the nature of the problem, the specific use of the Engine, and the circumstances giving rise to the defect or problem.

If it is not practicable to contact the dealer for warranty service, the original Consumer Purchaser may contact the Company at the following address, telephone number, fax number or e-mail address:

S&S® Cycle, Incorporated  
Attention: Customer Support  
14025 Cty Hwy G  
Viola, Wisconsin 54664  
Phone: 608-627-8324 • Fax: 608-627-1488  
Email: [ssstech@sscycle.com](mailto:ssstech@sscycle.com) • Direct Phone: 608-627-TECH (8324)

## How Do State Laws Relate To This Warranty?

This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

## Are There Other Warranties?

THE WARRANTIES STATED IN THIS WARRANTY REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE, TO THE EXTENT NOT PROHIBITED BY LAW.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## What Must The Original Consumer Purchaser Do To Qualify For Warranty Coverage?

Within thirty (30) days after the date of purchase of the Engine, the selling Dealer or Consumer Purchaser must return the completed Warranty Registration Form (included with the engine shipment), along with a copy of the invoice, evidencing such purchase to the Company. Upon receipt of the Owner's Warranty Card Registration Form by the Company, the MSO will be sent to the selling Dealer by the Company. The selling Dealer is responsible for forwarding the original MSO to the Consumer Purchaser. The Owner's Warranty Card will be sent by The Company to the Consumer Purchaser based on the information completed by the Selling Dealer within the returned Owner's Warranty Card Registration Form. The Owner's Warranty Card Registration Form should be returned to the Company at the following address by the selling Dealer:

S&S® Cycle, Incorporated  
Attention: Customer Support  
14025 Cty Hwy G  
Viola, Wisconsin 54664  
Phone: 608-627-8324 • Fax: 608-627-1488  
Email: [ssstech@sscycle.com](mailto:ssstech@sscycle.com)  
Direct Phone: 608-627-TECH (8324)

THIS WARRANTY IS VOIDABLE AT THE COMPANY'S OPTION IF THE ORIGINAL SELLING DEALER DOES NOT RETURN TO THE COMPANY THE WARRANTY REGISTRATION FORM AND A COPY OF THE INVOICE WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE OF THE ENGINE.

# LIMITED WARRANTY FOR COMPLETE FACTORY-ASSEMBLED ENGINES

### **Limited Warranty**

S&S Cycle, Inc. (the "Company") warrants to the original purchaser that each new product manufactured and assembled by the Company will be free, under normal use and maintenance, from significant manufacturing defects in materials and workmanship for two (2) years (KN and T143 Engines one (1) year limited warranty), subject to the following exceptions, exclusions, obligations, and limitations. All warranty periods shall begin from the date of purchase by the original retail customer or one year from date of manufacture, whichever comes first.

### **Exceptions/Exclusions**

The foregoing limited warranty is not assignable or transferrable and shall not apply: (1) to any engine, part, or component that is used for other than the intended commercial purpose (including, without limitation, any racing or similar competitive activities or where competition applications, such as a turbocharger, supercharger, or nitrous oxide is used with the engine); (2) where the engine, part, or component has been subject to misuse, negligent use or maintenance, improper storage or shipping, old or contaminated fuel left within the fuel systems, operation without adequate cooling or lubricants, or a failure to operate or maintain in accordance with the specifications published by the Company; (3) where the engine, part, or component has been involved in an accident, or has been altered in any way which, in the sole judgment of the Company, adversely affects performance, safety, structural integrity, or reliability; (4) to any engine, part, or component manufactured or furnished by a third party; (5) where any engine, part, or component is (i) assembled by the Company in accordance with the purchaser's specifications or (ii) used in conjunction with or otherwise attached to a part or component manufactured by a third party and with respect to which the Company has not pre-tested and approved the structural integrity, application, and use of such fully-assembled product; (6) to defects or damage caused by the user failing to cease operation of the engine, part, or component as soon as the defect is identified or suspected, or where the engine, part, or component has been used in vehicles for demonstration or development purposes; or (7) to normal wear and tear or to parts or components consumed/expended in the normal operation of the engine (including, without limitation, oil, fuel, spark plugs, lubricants, oil filters, air filters, or fuel filters). This limited warranty shall not apply to any defects in the engine, part, or components powder coat or chrome finish, when that option is selected, if the defects arise from or are caused by negligence of parties other than the Company, an accident, ordinary wear and tear, assembly or disassembly, power washing, natural occurrences (such as stone chips or salt and other substances used on streets and highways), bead blasting, improper maintenance including the use of any harsh cleaning agent, chemical solvent, or solvent. This limited warranty does not cover inconvenience or loss of use of the engine, part, or component, routine maintenance services or adjustments, or the cost of labor to remove, install, or service the engine, part, or component or any part contained therein. This limited warranty covers engine, part, or component and/or workmanship issues only, and not the equipment to which the engine, part, or component may be mounted or attached.

### **Remedies**

As to valid warranty claims against the Company, the original purchaser's sole and exclusive remedy, and the Company's sole and exclusive obligation under this limited warranty, shall be, at the Company's option, replacement or repair of such defective engine, part, or component. The original purchaser shall notify the Company within ten (10) days after discovery of the alleged defect specifying in detail the nature of the defect. Failure to provide written notice within the ten (10) day period shall constitute a waiver of such warranty claim. Where warranty rights are claimed, all goods claimed to be defective shall be delivered to the Company with transportation charges prepaid, and the original purchaser's copy of the original invoice must be provided to the Company as evidence of the date of purchase.

### **Disclaimer/Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, NO EXPRESS WARRANTY IS GIVEN BY THE COMPANY WITH RESPECT TO ANY ENGINES, PARTS, OR COMPONENTS. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. THE COMPANY MAKES NO OTHER EXPRESS WARRANTY. THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE.

Some states and countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and you may have other rights which vary from state to state.

# LIMITED WARRANTY STANDARD PARTS

## Who Is Covered By This Warranty?

This warranty covers only the original Consumer Purchaser of these parts and is not transferable.

## What Does This Warranty Cover?

S&S® Cycle, Incorporated (the "Company") warrants these parts to be free from defects in material and workmanship. If the parts become defective during the warranty coverage period, the Company will, at its option, repair or replace any, or all, defective parts. Repair or replacement of defective parts is the sole and exclusive remedy.

## How Long Is The Warranty Coverage?

With the exception of electrical and electronic components, the warranty coverage remains in force for a period of twelve (12) months from the date that the original Consumer Purchaser buys the parts. Electrical and electronic components are covered by a warranty duration of six (6) months. However, warranty coverage will automatically terminate if the original Purchaser sells or otherwise transfers all or any portion of the purchased parts.

## What Is Not Covered By This Warranty?

The Company shall not pay or be responsible for the cost of shipping the defective parts to the Company for service under this warranty, nor will the Company pay for the cost of labor to remove and/or replace the defective parts.

Moreover, the Company shall have no obligation under this warranty in the event that the parts become defective in whole or in part as a result of improper assembly, installation, break-in, maintenance, or use, or any other misuse or mistreatment of the parts, including, without limitation, operation of the parts with fuels, oils or lubricants not conforming to specifications published by the Company or continued operation of the parts after a defect or malfunction occurs or is identified or suspected.

The Company shall have no obligation under this warranty for defects in parts with a powdercoat finish, when that option is selected, if the defects are caused by, but not limited to, negligence of parties other than the Company; an accident; ordinary wear and tear; assembly or disassembly; power washing; natural occurrences like stone chips; bead blasting; improper maintenance including the use of any harsh cleaning agent, chemical or solvent; and salt or other substances used on streets and highways for maintenance and safety.

The Company provides touch-up paint with powdercoated parts. It is the customer's responsibility to repair minor finish damage to prevent or inhibit further deterioration.

It is the responsibility of the original Consumer Purchaser to cease operation as soon as a defect or malfunction is identified or suspected. The failure to cease operation once a defect or malfunction exists can cause substantial damage to the Company's parts that could otherwise be avoided.

In addition, the Company shall have no obligation under this warranty for parts defects caused by alteration including, but not limited to, polishing; powdercoating; painting; removing or reconfiguring any components; modification, repair, or unauthorized service.

The Company shall have no obligation under this warranty if the parts are used in racing or similar competitive activities. The Company shall have no obligation under this warranty when a competition application, including but not limited to a turbocharger, supercharger or nitrous oxide, is used with the Engine. Further, the Company shall have no obligation under this warranty for any parts that are included in a Competition Package Option offered by the Company since the Package is for use in racing and similar competitive activities.

THE COMPANY SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THESE PARTS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

# VIDEO USAGE POLICY

## Overview

S&S owns all copyright and other intellectual property rights in the videos it produces or distributes. However, S&S customers are welcome to use and share S&S videos within these guidelines provided.

## Permissible uses

- Videos may only be used for non-commercial purposes or to promote the use or sale of S&S products.
- Videos may be embedded in external websites using video hosting service supplied embed (iframe) code.
- Videos can be added to a customer video hosting service account via playlists while still maintaining original exclusivity of uploaded videos by S&S.
- Reposting or uploading of S&S content is only permissible with written consent from S&S Cycle.
  - If consent is granted to repost/re-upload S&S content, customers may add annotations using functionality provided by video hosting services. This may include the customer's contact and ordering information which would be subject to approval by S&S to ensure branding is intact, prior to making it public. The video itself must remain unaltered.
  - S&S requires that at the beginning of each month, a report of view statistics per video be supplied to S&S.
- Links (url) to S&S YouTube™ channel or individual YouTube™ videos may be provided and shared by the customer via email, blog, website, social networks, or printed material.

## Non Permissible Uses

- Customers may not upload or repost any copyrighted materials owned by S&S to another video hosting service account or any website without written consent from S&S.
- Customers may not alter or modify any copyrighted materials owned by S&S.
- Videos may not be used in any way that is likely to disparage, dilute, tarnish, or otherwise harm the S&S brand.

## Termination of License

Through this Video Usage Policy, S&S is granting its customers a limited, revocable license to display or link to its videos. S&S may, at any time, and at its sole discretion, terminate this license, at which point any copying or display of its videos will be prohibited, unless otherwise specified in writing.

