

Rinehart Racing®
Limited Lifetime Warranty

SECTION 1

WARRANTY 1.1 LIMITED LIFETIME WARRANTY. This Limited Warranty contains the sole express warranty made by Rinehart Racing® ("Rinehart") in connection with certain products sold by Rinehart ("Product"). BY PURCHASING OR ACCEPTING THE PRODUCT, THE BUYER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IS PART OF THE TERMS OF SALE, CONSTITUTES A BINDING AGREEMENT, AND MAY BE ENFORCED AGAINST THE BUYER BY RINEHART. Any warranties, if separately provided in writing, are extended only to the Buyer whose name is shown on the Product invoice. **Rinehart warrants, subject to the limitations identified in Section 2 of this "Warranty," that certain qualifying Rinehart products (individually "Product," and collectively "Products") shall be free from defects in materials and workmanship during the lifetime of such Products.** This warranty applies only to Product installed in the United States of America, Canada or Mexico ("North America")

SECTION 2

LIMITATIONS. This warranty shall apply exclusively to product that has been manufactured by Rinehart Racing after September 1, 2009. Product bearing the trademark "Rinehart" or "Rinehart Racing" that was manufactured prior to September 1, 2009, shall not be covered under or subject to this warranty due to the sole fact that it was not manufactured by Rinehart Racing. Product covered under this Warranty are subject to the following limitations:

2.1 Original Purchaser. The rights conferred by this Warranty are exercisable only by the original retail purchaser of Product returned as defective, and are not transferable to any successor owner or other party.

2.2 Intended Use. This Warranty shall apply only to Products that have been properly installed on the original motorcycle or vehicle for which the Product was intended for use or installation by Rinehart, and to uninstalled Products. This Warranty shall not apply to Products that have been altered or modified in any way, or have been repaired by any person or entity other than Rinehart. Furthermore, this Warranty shall not apply to Rinehart product that has not been installed pursuant to the recommended Rinehart installation instructions. Use of the product outside of its originally intended use, including but not limited to use in conjunction with any other aftermarket product or original equipment product not expressly authorized or recommended in writing by Rinehart, shall void this Warranty. Damage to a product caused by accident, misuse, abuse, or normal wear and tear, such as road grime or conditions, is not covered by this Warranty.

2.3 Repair, Replace or Refund. Rinehart shall have the right at its sole, absolute and unrestricted discretion to repair or replace any Product returned under the terms of this Warranty or, alternatively, to refund the original retail purchase price paid by the Customer (subject to

verification of amount not to include applicable sales taxes, freight or handling charges) for such Product at any time. Any part that is repaired or replaced under this warranty will, itself, be warranted only for the remainder of the warranty period of the original product being repaired or replaced. Any warrantable product replaced will be done so with new or previously used product that is equivalent to new in both performance and reliability.

2.4 No Implied Warranties. RINEHART DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER'S SOLE AND EXCLUSIVE REMEDY AND RINEHART RACING'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF THE PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART AT COMPANY'S SOLE DISCRETION. IN NO EVENT SHALL RINEHART BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM RINEHART. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE. Cost of, or associated with, removal and installation of Products are not included as part of this Warranty; buyer assumes sole responsibility for such removal and installation costs. This Warranty does not apply if any Product has been damaged by accident, abuse, misuse or misapplication.

2.5 Warranty Procedure. Products returned to Rinehart must be sent at the customer's sole expense along with adequate proof of purchase. The original purchase receipt or equivalent thereof shall qualify as adequate proof of purchase. Rinehart reserves the right to determine whether the customer has complied with, and thus met, the terms of this Warranty. In the event such terms have not been met, Rinehart shall be under no obligation to honor any claim under this Warranty. To submit a Warranty claim, the consumer must first call Rinehart technical support at (828) 350-7653 and receive a return merchandise authorization number ("RMA #"). Any defective Product must thereafter, in a reasonably prompt manner, be returned directly to Rinehart together with: (1) the original dated sales receipt (or reasonably acceptable equivalent); (2) the RMA # clearly written on the outside of the package; and (3) all mailing and/or freight charges prepaid. Rinehart replaces defective parts only, not the full system. If a part is determined to be defective and thereby covered under this warranty, however, the part or the applicable full system, has been discontinued and is no longer manufactured by Rinehart, then Rinehart reserves the right to credit the Buyer an amount equal to the last published Manufacturer's Suggested Retail Price (MSRP) towards another product or full system purchase. In the event of discontinued product, as described heretofore, Rinehart shall have no obligation to refund the original retail purchase price or the part's last published MSRP to Buyer. Rinehart Racing reserves the right to inspect all parts related to a warranty claim and to refuse any warranty claim upon inspection of said parts. Please note Rinehart accepts no responsibility for Products damaged in transit, so please pack carefully. Products shall be returned to the following address:

RINEHART RACING
Attn: Warranty Division
260 Rutledge Road
Fletcher, NC 28732

2.6 Sound & Performance Not Warranted. Engine performance and sound vary from vehicle to vehicle and are directly affected by tuning, weather, engine displacement, cam timing and compression, and other factors outside the control of Rinehart. As such, the quality of sound, the noise level and the performance of an exhaust system will vary. Rinehart Racing does not warranty sound or performance.

2.6 Limited Two (2) Year Ceramic Coating Warranty. Rinehart Racing warrants the black ceramic coating to be free from defects in materials and workmanship for a period of two (2) years from the date the product is purchased, subject to the limitations contained herein and as described in this limited warranty. Ceramic coatings are invariably produced from powders and contain variable particle size distributions. The coatings are applied by hand held sprayers and contain ceramics which may cause minor differences in the finish. Small flaws and/or marks or inclusions in the finish are customary for exhaust industry coatings and do not always constitute an issue covered by warranty or a flawed product. If upon inspection, you disagree, or, if the finish is very obviously flawed, please call us before you install the system. In the event of an alleged defect in the coating (such as peeling, chipping, flaking or rusting), follow the Warranty Procedure as identified in Section 2.5. Rinehart Racing is not liable for coatings that have been damaged due to abuse, neglect, adverse road and environment conditions, accident and improper installation, shows of evidence of adverse conditions such as high heat temperatures encountered during engine break in or dynamometer testing or under lean conditions.

Coating damage usually occurs during the first engine run, specifically in dynamometer testing, when the exhaust temperatures exceed threshold heat levels exceeding normal riding conditions. Unusually high exhaust temperatures are normally caused by excessively lean or excessively rich air/fuel mixtures and/or incorrect ignition timing. For this reason, we strongly suggest that your technician uses an alternate set of headers and mufflers or remove your heat shields for dynamometer testing. This will mitigate the chances that you will damage the visual coating on the heat shields or void the warranty of your new ceramic coated exhaust. If your technician needs assistance with tuning or obtaining an alternative set of test headers, please direct the technician to call Rinehart Racing. While we cannot guarantee that a test set will always be available, we will do our best to accommodate and assist.

2.7 Chrome. Small flaws and/or marks in the nickel plating (commonly referred to as “chrome”) do not always constitute an issue covered by warranty or a flawed product. If, upon inspection, the plating is very obviously flawed, do not install the product and follow the Warranty Procedure as described in Section 2.5. The nickel-chrome plating and finish on Rinehart Racing product is of the highest quality, but as with any nickel-chrome product directly exposed to atmospheric elements and road conditions, it must be maintained properly. Salt, sand, and humidity promote corrosion and are detrimental for plating. Riding a motorcycle in these conditions while failing to properly clean and dry the nickel plated parts, will result in increased oxidation, corrosion and the eventual appearance of rust. Under no circumstances should any

abrasive cleaners or waxes be used on Rinehart product. Rinehart Racing reserves the right to determine if the product has been maintained properly and has not been abused. As engine exhaust is extremely hot, allowing items or substances to come into contact with the product under high temperature situations will result in melting, adhesion and/or staining onto the product. We strongly suggest that your dynamometer technician use an alternate set of headers and mufflers or remove your heat shields for dynamometer testing. If your technician needs a testing product, please direct the technician to call Rinehart Racing. This will mitigate the changes that you will damage the chrome plating on the heat shields or void the warranty of your new exhaust. Damage to the nickel plating associated with abuse, neglect, or misuse will void the warranty.

2.8 Discoloration and/or Blueing. Discoloration of exhaust product is exclusively caused by improper air/fuel ratio, long periods of idling, or slow speed travel under load. Please see a reputable dealer for the proper configuration for your application. Discoloration is not the result of a manufacturing defect, inadequate plating thickness, or plating processing. Rinehart Racing does not warrant against bluing or discoloration.

2.9 Precedence. This Warranty replaces all previous warranties, whether express, implied or oral.

2.10 Severability in the Event of Partial Invalidity. If any provision of this Warranty is determined, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the remaining terms of this Warranty shall be considered severable and remain in effect.

2.11 Appropriate Law and Venue. The laws of the State of North Carolina shall govern the interpretation and enforcement of this Warranty, except that the terms of the Federal Arbitration Act shall govern the procedural aspects and enforcement of Section 2.11 hereof. Moreover, subject to Section 2.11, any proceeding to enforce, interpret or contest any term of this Warranty shall be brought and maintained in Buncombe County, North Carolina, as well as any proceeding to compel arbitration and/or and the prevailing party in any such proceeding shall be awarded its reasonable attorneys' fees and expenses. The term "prevailing party," in this context, shall mean the party who substantially obtains or defeats the relief sought as the case may be, whether by settlement, judgment, dismissal or abandonment by the other party of its claims and/or defenses.

2.12 Outside North America. If the Product is purchased or installed outside of North America, Rinehart Racing warrants the Product to be free from defects in materials and workmanship for a period of one (1) year from the date the product is purchased, subject to the limitations contained herein and as described in this limited warranty.