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January 5, 2005

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State of Hawaii Department of Commerce and Consumer Affairs  
235 South Beretania Street, 9<sup>th</sup> Floor  
Honolulu, HI 96813

Pacific Rim Cycle  
3075 Nimitz Hwy  
Honolulu, HI 96819

Big Dog MotorCycles, L. L. C.  
ATTN: Warranty Dept.  
1520 E. Douglas Avenue  
Wichita, KS 67214

National Highway Traffic Safety Administration (NHTSA)  
U.S. Department of Transportation  
400 7<sup>th</sup> Street S.W., (NSA-11)  
Washington, DC 20590

- Encl: (a) Motorcycle Purchase Agreement  
(b) Letter to President of Big Dog company dtd September 24, 2004  
(c) Letter to President of Big Dog company dtd November 29, 2004  
(d) Service Bulletin  
(e) Vehicle Warranty

I purchased a new Motorcycle from Pacific Rim Cycle that has a mechanical defect. See enclosure (a). I have contacted the manufacturer on several occasions to resolve this issue. See enclosure (b), (c). The subject defect was acknowledged by the sales representative upon test ride (Stephen Richards). The manufacturer has submitted a Service Bulletin to correct the problem. See enclosure (d). The subject motorcycle has been in repair for the past three months. The mechanics at the subject dealer said they couldn't seem to correct the problem. The Dealership owner told my lawyer that the motorcycle problem has been corrected during a phone call in attempt to resolve the problem without further litigation. The motorcycle is currently at the dealership in repair. The mechanical problem is potentially safety related during operation with other traffic. See enclosure (d) The defect has not been corrected and the vehicle is under warranty. See enclosure (e). I am requesting resolution of this problem in terms of proper corrective action of defect or vehicle replacement of same value.

Motorcycle data: NEW  
Purchase price: \$33,889.32  
Purchase date: 08/06/2004  
Mileage upon purchase: 40  
Sales person: Stephen Richards  
VIN #: 5J11NBJ174W

*Jan*  
1/19/05

Year: 2004  
Make: Big Dog  
Model: Chopper  
Current mileage: 612  
Color: black

Thank you very much

With best regards,

1

Honolulu, HI  
Phone:



(Seller)  
 3075 N. Nimitz Highway  
 Honolulu, Hawaii 96819  
 Phone (808) 838-CYCLE (2925)

Date: 08/06/2004  
 Stock #: 821291  
 Agreement No. 1105  
 Salesperson: STEPHEN RICHARDS

**Motorcycle Purchase Agreement (MPA)**

Buyer's Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City HONOLULU Zip Code \_\_\_\_\_  
 Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 Buyer's Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 Motorcycle Description: New \_\_\_\_\_ Used \_\_\_\_\_ Stock No. 821291 Year 2004 Make BIG DOG  
 Model \_\_\_\_\_ Color BLACK CC: \_\_\_\_\_ License No. \_\_\_\_\_  
 Mileage 40 VIN No. 5 J 1 1 1 N B 1 1 7 4 M  
 Trade-In Information #1: Year 2000 Make HARLEY DAVIDSON FATBOY CC: \_\_\_\_\_ VIN No. \_\_\_\_\_  
 Odometer: \_\_\_\_\_ License No. \_\_\_\_\_ Other \_\_\_\_\_  
 Trade-In Information #2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model: \_\_\_\_\_ CC: \_\_\_\_\_ VIN No. \_\_\_\_\_  
 Odometer: \_\_\_\_\_ License No. \_\_\_\_\_ Other \_\_\_\_\_

**TERMS OF PURCHASE**

Seller offers for sale and Buyer agree to purchase the above-described Motorcycle and Aftermarket Items, if any, set forth below on the following terms and conditions and on the terms and conditions on the reverse side of this MPA. Where there are multiple buyers, they are collectively called "Buyer."

Payoff Amount on Trade-In(s) Identified Above: \$ \_\_\_\_\_ N/A This amount can represent more than one trade-in. Seller relies on Buyer to provide current and accurate payoff amounts for all identified trade-ins. Buyer must read paragraph 4 on reverse side of MPA regarding Buyer's obligation to pay Seller any payoff amount that turns out higher than the amount stated above.

Deposit/Liquidated Damages: Seller requests a deposit of \$ 15889.32 from Buyer to be applied toward Buyer's Down Payment. Buyer has given Seller the stated deposit amount. Seller has a right, at its option, to retain the above-stated deposit amount as reasonable liquidated damages should Buyer fail to comply with Buyer's obligations under this MPA.

|  |                    |
|--|--------------------|
| Cash Price of Vehicle as Factory Equipped.                           | \$ <u>32995.00</u> |
| Accessories & Products Purchased With Motorcycle (Aftermarket Items) |                    |
| a. <u>DOCUMENTATION FEE</u>  | <u>195.00</u>      |
| b. <u>LICENSE/REG./TITLE FEE</u>                                     | <u>66.50</u>       |
| c. _____   | <u>N/A</u>         |
| d. _____   | <u>N/A</u>         |
| e. _____   | <u>N/A</u>         |
| f. _____   | <u>N/A</u>         |
| g. _____   | <u>N/A</u>         |
| h. _____   | <u>N/A</u>         |
| i. _____   | <u>N/A</u>         |
| j. _____   | <u>N/A</u>         |
| k. _____   | <u>N/A</u>         |

SELLER MAY RETAIN A PORTION OF THE CHARGES FOR ITEMS a-k AFTERMARKET ITEMS \_\_\_\_\_ ARE NOT SUBJECT TO CANCELLATION  
 "Estimated" Means Item May Be Subject to Partial Refund  
 "Government Fees" - License and Registration Fees Charged by State or Local Government

|   |                               |
|---|-------------------------------|
| SUBTOTAL (Cash Price of Motorcycle as Factory Equipped + Aftermarket Items a-k) | <u>261.50</u>                 |
| Sales Tax   | <u>632.82</u>                 |
| <b>TOTAL CASH PRICE OF PURCHASE BEFORE DOWN PAYMENT</b>                         | <b>\$ <u>33889.32 (A)</u></b> |
| Down Payment  |                               |
| Trade-In (If Any)   | <u>18000.00 (B)</u>           |
| Less Pay-Off (If Any)   | <u>N/A (C)</u>                |
| Total Trade-In (B-C)  | <u>18000.00 (D)</u>           |
| Manufacturer's Rebate/Incentive   | <u>N/A (E)</u>                |
| Cash Down   | <u>15889.32 (F)</u>           |
| <b>TOTAL DOWN PAYMENT APPLIED TO PURCHASE PRICE (D+E+F)</b>                     | <b><u>33889.32 (G)</u></b>    |
| <b>UNPAID BALANCE DUE ON CASH PRICE (A MINUS G)</b>                             | <b><u>N/A (H)</u></b>         |

THE ADDITIONAL TERMS BELOW AND ON THE REVERSE SIDE OF THIS MPA ARE PART OF THIS AGREEMENT - YOU ALSO MUST READ AND AGREE TO THESE TERMS BEFORE SIGNING.

NOTICE TO BUYER: (1) DO NOT SIGN THIS MPA BEFORE YOU READ IT OR IF IT CONTAINS APPLICABLE BLANK SPACES THAT NEED TO BE COMPLETED. (2) YOU ARE ENTITLED TO AND WILL RECEIVE A DULY COMPLETED COPY OF THIS MPA. (3) THIS MPA IS NOT EFFECTIVE UNLESS AND UNTIL IT IS SIGNED BY SELLER AND BUYER, EACH BUYER IF MORE THAN ONE. (4) WHEN BUYER SIGNS THIS MPA, HE OR SHE ACKNOWLEDGES RECEIPT OF SIGNED COPY OF THIS MPA THAT WAS COMPLETE IN EVERY NECESSARY RESPECT BEFORE HE OR SHE SIGNED IT, THAT BUYER HAS READ IT BEFORE SIGNING, AND BUYER AGREES TO BE LEGALLY BOUND BY ITS TERMS.

SELLER: INDIAN MOTORCYCLE HAWAII

MPA

Signature of Authorized Representative

1st Buyer's Signature

Date: 08/06/

Date: 08/06/2004

Date:

Date

2nd Buyer's Signature

800-838-4239

1. OWNERSHIP/NO LIENS. Seller is the lawful owner of the Motorcycle and has the legal right to sell it to Buyer. Seller warrants there are no known liens on or other encumbrances against the Motorcycle. Unless permitted by law or by this MPA, this sale is final and there will be no refunds or returns.

2. PAYMENT METHOD. If Buyer is financing the purchase of the Motorcycle, paragraph 3 applies. If Buyer is paying cash, paragraph 3 does not apply.

3. FINANCED PURCHASE. (a) At the time this MPA is executed by Buyer and Seller, they will contemporaneously enter into a written Credit Sale Contract ("CSC") on purchase terms consistent with this MPA and on credit terms to be agreed upon by Seller and Buyer. The CSC will contain the financial disclosures and other disclosures required by state and federal law, for example, Truth in Lending Act disclosures. This MPA is not a retail installment or credit sale contract and does not represent an extension of credit to Buyer by the Seller.

(b) Buyer's and Seller's respective obligations under this MPA and the CSC are subject to Seller's ability to assign the CSC to an outside lender, for example, to a bank or consumer credit company. Seller will use reasonable efforts to assign the CSC to an outside lender. The reasonable effort to be used will be determined in Seller's sole discretion. SELLER'S ABILITY TO ASSIGN THE CSC IS SUBJECT TO THE OUTSIDE LENDER'S APPROVAL OF BUYER'S CREDIT.

(c) If Seller is unable to assign the CSC within thirty (30) days from the date of this MPA on the credit and other terms of the CSC, either Buyer or Seller may cancel this MPA and the CSC. UPON SUCH CANCELLATION, SELLER WILL HAVE NO OBLIGATION TO SELL THE MOTORCYCLE AND AFTERMARKET ITEMS (IF ANY) TO BUYER, BUYER WILL HAVE NO OBLIGATION TO PURCHASE THE MOTORCYCLE AND AFTERMARKET ITEMS (IF ANY) FROM BUYER, AND THE CSC WILL BE NULL AND VOID. If such cancellation occurs, Seller will, within a reasonable period not to exceed fourteen (14) days, return to Buyer all money actually paid by Buyer toward the purchase of the Motorcycle and Aftermarket Items, if any. Seller reserves and has the right to first deduct from such money any and all amounts owed by Buyer under subparagraph 3(d).

(d) If cancellation occurs under paragraph 3(c) and Buyer has possession of, custody or control over the Motorcycle, Buyer agrees to return it and all Aftermarket Items, if any, to Seller within 24 hours after receiving notice of the cancellation. Such notice is effective whether made orally or in writing. If oral, the notice is effective upon receipt. If in writing, the notice is effective two (2) days after its mailing to Buyer's address listed above, whether or not actually received. Buyer agrees to return the Motorcycle clean and in the same condition it was in upon delivery less ordinary wear and tear. In addition, Buyer will pay to Seller the sum of \$20 per mile of usage and \$25.00 per day from the Motorcycle's delivery date to its actual return date. Buyer will further pay to Seller the cost of repair for any damage or loss to the Motorcycle or Aftermarket item while in Buyer's actual or constructive possession, less ordinary wear and tear. If Buyer fails to return the Motorcycle within the required period, Seller may repossess it. In such case, Buyer agrees to pay all reasonable costs, including reasonable attorneys' fees, incurred by Seller in effecting the same.

(e) Buyer has the option to obtain Buyer's own financing subject to paragraph 3a and 3b. If Buyer has not obtained Buyer's own financing to enable the purchase of the Motorcycle and any Aftermarket items within 5 days from the date of this MPA, Seller has a right to and will attempt to assign the CSC under paragraph 3b.

4. OBLIGATION TO PAY DOWN PAYMENT AND TRADE-IN PAYOFF MONIES. Buyer understands that Buyer is obligated to pay Seller all of the down payment money agreed to by Buyer in this MPA, subject to Buyer's rights, if any, under paragraph 3. For example, a dishonored check is not considered payment. Buyer agrees to pay Seller any amounts higher than the stated trade-in payoff amount set forth on page 1 of the MPA. At the Seller's sole option, Buyer's failure to comply with this paragraph can result in (a) termination of the MPA and the CSC, (b) collection efforts, and/or (c) repossession. Buyer will be responsible for all reasonable costs, including reasonable attorneys' fees, incurred by Seller as a consequence of Buyer's breach of this paragraph.

5. ARBITRATION OF DISPUTES. (a) Seller and Buyer understand they have a right or opportunity to litigate disputes, if any, through a court, but they prefer to resolve any such disputes through arbitration, except as noted herein. Thus, they knowingly and voluntarily enter into this arbitration agreement. This arbitration agreement applies to Buyer and Seller only and replaces and supercedes any other arbitration agreement or provision contained in any other agreement between Buyer and Seller including any contained in the CSC. This arbitration agreement will not apply to an assignee of the CSC. However, any arbitration clause contained in the CSC will apply as between Buyer and the assignee, but not between Buyer and Seller.

(b) Buyer and Seller understand and agree that the Motorcycle and Aftermarket Items, if any, subject to this MPA and the CSC, have traveled in interstate commerce and thus the Motorcycle and other aspects of its sale and financing related thereto, if any, are involved in, affect, or have a direct impact upon interstate commerce. They understand this subjects this arbitration agreement to the Federal Arbitration Act, 9 U.S.C. sec. 1, et seq.

(c) Buyer and Seller therefore agree that all claims, demands, disputes, or controversies of every kind or nature between them that may arise out of or relate to this MPA, the CSC, the negotiations leading up to the sale and financing (if any) of the Motorcycle and Aftermarket Items, if any, the terms and conditions of this MPA or the CSC, arrangements for financing (if any), the purchase of insurance, debt cancellation agreements, extended service contracts, the condition of the Motorcycle, other accessory items or products related to the sale or financing (if any) of the Motorcycle, or any other aspect of the Motorcycle or its sale or financing, if any, including without limitation federal and state statutory claims, for example, alleged violations of federal and state truth-in-lending laws, deceptive trade practice acts and other statutory consumer protection laws, will be settled by binding arbitration administered by the American Arbitration Association ("AAA") and under its Commercial Rules then in effect. A demand for arbitration must be in writing.

(d) Despite anything contrary in the AAA's Commercial Rules, the arbitrator will have the authority to grant Buyer or Seller any remedy available to such party under any remedial federal or state statute applicable to the controversy. With respect to all other claims, including those based on the common law or on a nonremedial federal or state statute, the arbitrator will not have the authority to award punitive, consequential or special damages, but will have authority to award all such other relief that a court having jurisdiction over the matter could properly award, including sanctions for frivolous or bad faith claims and for discovery abuse. The arbitrator will decide common law claims under Hawaii law. Arbitration will be conducted in Honolulu, Hawaii. Judgment on any award rendered in the arbitration may be entered in any court having jurisdiction.

(e) Notwithstanding the above provisions, Seller retains the right to use judicial or non-judicial means to enforce any security agreement relating to the Motorcycle secured in the transaction underlying this MPA or to enforce a monetary obligation secured by the Motorcycle. In addition, paragraph 6 will not apply to any judicial action commenced by Seller to recover any sum due from Buyer under paragraphs 3(d) or 4 of this MPA. The initiation and maintenance of an action for judicial relief in a court by Seller on a matter authorized by this subparagraph will not constitute a waiver of either party's right to compel arbitration regarding any other dispute or remedy otherwise subject to arbitration, including matters raised in a counterclaim in a suit brought by Seller hereunder. This arbitration agreement survives a cancellation of this MPA under paragraph 3. This paragraph is severable from the remainder of this arbitration agreement.

(f) The following applies only if the dispute, controversy or claim involves a purported violation of a remedial (e.g., a consumer protection statute) federal or state statute. Should Buyer and not Seller first elect to compel arbitration under this agreement, unless in response to a judicial action brought by Seller under paragraph 3(e), Buyer will be responsible for the payment of the required AAA filing fee, but only so much of it as Buyer would be required to pay if Buyer had commenced a jury trial action in the Circuit Courts of this State or the U.S. District Courts, whichever sum is less. Seller will be responsible for paying the remainder of the fee. Should Buyer's election to compel arbitration occur in response to a judicial action brought by Seller under paragraph 3(e), Seller will be responsible for the payment of the required AAA filing fee.

(g) Should Seller and not Buyer first elect to compel arbitration under this MPA, Seller will pay the required AAA arbitration filing fee. If the dispute, controversy or claim does not involve a purported violation of a remedial federal or state statute, each party will be responsible for payment of their respective share of the AAA filing fee.

(h) Seller and Buyer will each bear the expense of its, his or her own legal representation to the same extent and in the same manner as if the dispute had originally been brought and maintained in a court having jurisdiction over the matter. The arbitrator will have the same authority that any Hawaii court, state or federal, would have with respect to the award of or the apportioning of attorneys' fees and expenses. Moreover, the arbitrator will have the authority to apportion the arbitration fees and costs in a just and equitable manner. Upon a sufficient showing made by Buyer to the arbitrator that Buyer is unable, without undue financial hardship, to pay the arbitrator's costs to be assessed during the arbitration, the arbitrator may apportion the arbitrator's costs between the parties in a fair and equitable manner.

(i) BUYER MUST READ THIS ARBITRATION AGREEMENT. BY SIGNING THIS MPA AND BY INITIALING THIS PARAGRAPH BELOW, EACH BUYER AGREES AND ACKNOWLEDGES THAT (1) HE OR SHE HAS HAD SUFFICIENT TIME TO READ THE ARBITRATION AGREEMENT, (2) UNDERSTANDS ITS TERMS AND EFFECT, AND (3) AGREES TO ITS PROVISIONS. \_\_\_\_\_ (1st Buyer's Initials) \_\_\_\_\_ (2nd Buyer's Initials).

6. TERMINATION OF MPA. This MPA and its provisions, except paragraph 5, shall terminate and be of no effect upon Seller's assignment of the CSC, if this event occurs.

7. DISCLOSURE. I have received the "Door-to-Door Sales Disclosure" document which is a part of this MPA.

8. ENTIRE AGREEMENT. This MPA supercedes and replaces any and all prior agreements and understandings, whether oral or written, between Buyer and Seller. This MPA cannot be changed or amended in any respect, except in writing duly executed by Buyer and Seller. They agree they will make no claim, at any time or place, that the MPA has been orally altered or changed in any respect unless such alteration or change was in writing and signed by both parties.

9. MOTORCYCLE LICENSE REQUIRED. Buyer understands that Buyer will need a motorcycle license and liability insurance on the Motorcycle for its legal use on the streets of Hawaii.

10. SELLER'S WARRANTIES: We do not warrant the correctness of the year of manufacture or model of the vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. UNLESS YOU HAVE BEEN GIVEN AN EXPRESS WARRANTY IN WRITING, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, OR OTHERWISE CONCERNING THE MOTORCYCLE, PARTS OR ACCESSORIES DESCRIBED IN THIS CONTRACT.

September 24, 2004

Mark Scheck  
Vice President  
1520 E. Douglas  
Wichita, KS 67214

Dear Mr. Scheck,

To start I would like to tell you that Big Dog designs and manufactures a great product. I looked at most of the custom bike builders and chose the 2004 Big Dog chopper as my favorite.

I'm a career Military Commander currently stationed in Pearl Harbor, HI. I purchased my Big Dog chopper from "Pacific Rim Cycle" at 3075 N Nimitz Hwy in Honolulu. Upon purchasing the bike I went for a ride with Steve. While riding I noticed a ratcheting sound coming from the primary/transmission area which took the place of the power being transferred to the rear wheel during acceleration. Steve rode it and said he also noticed the problem. The dealer mechanics tightened the belt on several occasions in the first month of owning the bike; this did not correct the problem. Frank (16 year veteran) mechanic did the first 600-mile service, rode my bike and said the problem still persists and he was not sure what it was. Eric, the maintenance manager in the shop said he would call the Big Dog company technical support guys again to try and get a diagnosis for the problem. In my efforts to determine why the dealer will not or cannot correct the problem, I've drawn two possible conclusions: 1. The dealer mechanics know what the problem is and do not want to honor the warranty for some undisclosed reason or 2. the Big Dog Company is not supporting the dealership(s) with newly purchased motorcycle problems covered under the 2-year warranty. I wish I knew so I could assist in having my bike problem corrected.

After my fourth trip to the dealership, I've realized that they are only going to give me the run around instead of being honest and honoring my 2 year warranty. During my twenty-one years in the military as an Aerospace Engineering Duty Officer, I've learned that organizational problems sometimes do not make it to top level managers. I've also learned that correcting difficult problems requires upper level management's involvement. Your company has been growing rapidly and I want to congratulate you on this success, this very success was the factor that helped me in deciding on a Big Dog product. However, rapid growth could be the time to re-evaluate a growing company's Quality Assurance program. I'm not saying that I know more than you, I'm just trying to convince Big Dog to honor my warranty based on my production, quality, and manufacturing experience with the government. I just want to relay to you that I purchased a great bike from you that slipped through the crack with regard to the QA Process.

At this point I would appreciate a phone call made to the dealer owner from you about my particular situation, not a call from tech assist to mechanic, I've tried that to no avail.

Every time I'm out riding people want to know particulars about my Big Dog bike. I would love to tell them everything but it would be embarrassing to tell someone that just finished taking photos that it rolled off the show room floor with the ratcheting noise that you heard when I rode up.

I'm not one to stir up a fuss and would fix it myself if I knew what the problem was. I would even go so far as to disregard the warranty and pay the cost to have the problem corrected if someone would only steer me in the right direction. It's very difficult to watch people with some mechanical knowledge, point at the lower left side of my bike as I pass them with the ratcheting noise competing with the wonderful 117ci S & S engine.

This is the sixth motorcycle I have owned and the third new one I've purchased in the passed year. Please advise on this issue, I want to enjoy the wonderful potential that this product could offer.

**Bike Data: NEW**

**Purchase price: \$33,889.32**

**Purchase date: 08/06/2004**

**Mileage at purchase: 40**

**Sales person: Steven Richards**

**VIN Number: 5J11NBJ174W**

**Engine: 117CI S&S**

**Current mileage: 612**

**Color: black**

Thank you very much again.

With best regards,

Pearl Harbor, HI

Phone:



3075 N. NIMITZ HIGHWAY  
HONOLULU, HI 96819  
PHONE: (808) 638-CYCLE (2925)

**COMPLETION AUTHORIZATION**

|  |  |                     |                                      |                                      |                      |                                |  |
|--|--|---------------------|--------------------------------------|--------------------------------------|----------------------|--------------------------------|--|
| CUSTOMER NAME  |  | BUS. PHONE          |                                      | SALES REP<br><b>STEPHEN RICHARDS</b> |                      | STOCK NO.<br><b>B21291</b>     |  |
| ADDI   |  | REG                 |                                      | BIRTH DATE<br><b>09/25/1961</b>      |                      | DATE<br><b>08/06/2004</b>      |  |
| CITY/STATE/ZIP<br><b>HONOLULU HI</b>                       |  | S.B. NO.            |                                      | REG. EXP<br><b>/ /</b>               |                      | SAFETY CHECK EXP<br><b>/ /</b> |  |
| <input type="checkbox"/> NEW <input type="checkbox"/> USED |  | YEAR<br><b>2004</b> | MAKE/MODEL<br><b>BIG DOG CHOPPER</b> | CC                                   | TRIM                 | CYL<br><b>2</b>                |  |
| SERIAL NO.<br><b>5 J 1 1 N 8 J 1 7 4 W</b>                 |  | TYPE<br><b>7 0</b>  | COLOR<br><b>BLACK</b>                | LICENSE NO.                          | MILEAGE<br><b>40</b> |                                |  |

**NO LOANER BIKES**

ALL MOTORCYCLES ARE SOLD "AS IS" UNLESS OTHERWISE STATED ON BUYER'S ORDER.  
ARE THERE ANY FLAWS ON YOUR MOTORCYCLE? IF SO, PLEASE LIST THEM BELOW:



**NOTICE**

PLEASE CALL OUR SERVICE DEPARTMENT AT YOUR CONVENIENCE TO SCHEDULE AN APPOINTMENT FOR WORK TO BE DONE ON YOUR MOTORCYCLE. PHONE NUMBER: (808) 638-CYCLE (2925)

NO VERBAL PROMISES WILL BE HONORED.

NO LOANERS WILL BE PROVIDED.

SERVICE DEPARTMENT HOURS: MONDAY - FRIDAY  
8:30 AM - 5:00 PM

CUSTOMER SERVICE PHONE: (808) 638-CYCLE (2925)

DATE PROMISED / /

TIME PROMISED

AM  
 PM

I HEREBY AGREE TO THE ABOVE ADDITIONS AND REMOVALS AND THAT I HAVE NOT BEEN PROMISED OTHER EQUIPMENT OR WORK. I WILL BRING THE ABOVE STATED VEHICLE TO THE LOCATION INDICATED AT THE TOP OF THIS FORM WITHIN 80 DAYS FOR NECESSARY WORK AND REMOVALS.

AFTER MARKET ITEMS SUCH AS MUST ENADER AND SECURITY SYSTEMS ARE NOT INCLUDED.

CUSTOMER SIGNATURE

USED BIKES ARE SOLD IN "AS IS" CONDITION WITH NO WARRANTY. NO FREE WORK WILL BE DONE BY DEALER.

CUSTOMER SIGNATURE

I UNDERSTAND THAT NO OTHER EQUIPMENT OR

X  
CUST

08/06/2004

DATE

08/06/2004

**ODOMETER DISCLOSURE STATEMENT**

1105/B21291

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, PACIFIC RIM MOTORS LIMITED state that the odometer

TRANSFEROR'S (SELLER'S) NAME, PRINTED

now reads 40 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of following statements is checked;

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

| MAKE    | MODEL   | BODY TYPE | VIN         | YEAR |
|---------|---------|-----------|-------------|------|
| ATG DOG | CHOPPER | CHOPPER   | 5J11NB1174W | 2004 |

Transferor's (Seller's) Name (Printed) PACIFIC RIM MOTORS LIMITED

Transferor's (Seller's) Address 3875 NORTH NIMITZ HIGHWAY HONOLULU HI 96819

Transferor's Signature & hand-printed name [Signature] Date of Statement 08/06/04

Transferee's (Buyer's) Name [Signature] HONOLULU HI

Receipt of copy Acknowledged  [Signature]

FORM NO. 1 WHITE: TRANSFEROR'S (SELLER'S) COPY CANARY: TRANSFEREE'S (BUYER'S) COPY

**ODOMETER DISCLOSURE STATEMENT**

1105/B21291A

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WILLIAM C SEBRING state that the odometer

TRANSFEROR'S (SELLER'S) NAME, PRINTED

now reads 1600 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of following statements is checked;

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

| MAKE          | MODEL  | BODY TYPE | VIN               | YEAR |
|---------------|--------|-----------|-------------------|------|
| HARLEY DAVIDS | FATBOY |           | 1HD18XB153Y113685 | 2003 |

Transferor's (Seller's) Name (Printed) \_\_\_\_\_

Transferor's (Seller's) Address HONOLULU HI

Transferor's Signature & hand-printed name [Signature] Date of Statement 08/06/04

Transferee's (Buyer's) Name and Address (Printed) PACIFIC RIM MOTORS LIMITED  
3875 NORTH NIMITZ HIGHWAY HONOLULU HI 96819

Receipt of copy Acknowledged  [Signature]

FORM NO. 1 WHITE: TRANSFEROR'S (SELLER'S) COPY CANARY: TRANSFEREE'S (BUYER'S) COPY



3076 N. NIMITZ HIGHWAY  
HONOLULU, HI 96819  
PHONE: (808) 838-CYCLE (2925)

## DOOR-TO-DOOR SALES DISCLOSURE

PLEASE READ THE FOLLOWING DISCLOSURE REQUIRED BY STATE LAW, CHAPTER 437, HAWAII REVISED STATUTES. THIS DISCLOSURE MUST BE INITIALED BY THE SELLER AND EACH BUYER BEFORE THE EXECUTION OF ANY MOTORCYCLE PURCHASE AGREEMENT OR LEASE AGREEMENT. ALSO, DO NOT INITIAL THIS DISCLOSURE BEFORE THE CORRECT LANGUAGE IS CIRCLED. THIS DISCLOSURE, AFTER INITIALING BY ALL PARTIES, SHALL BE CONSIDERED A PART OF THE UNDERLYING AND SUBJECT MOTORCYCLE PURCHASE AGREEMENT OR LEASE AGREEMENT.

THIS (IS) OR (IS NOT) A DOOR-TO-DOOR SALE.  
THERE (IS A) OR (IS NO) 3-DAY RIGHT  
TO CANCEL THIS PURCHASE.

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Buyer's Initials

\_\_\_\_\_  
Salesperson's Initials or Initials of Seller's Authorized Representative

If the sale connected with this Disclosure is a door-to-door sale, Seller may not negotiate, transfer, sell or assign any note, retail credit sale contract or other evidence of indebtedness connected with the sale to a finance company or other third party before midnight of the 5th business day following the day the purchase contract was signed by the Buyer or the goods purchased.

Attach to Motorcycle Purchase Agreement or Lease Agreement

November 29, 2004

Mark Scheck  
Vice President  
1520 E. Douglas  
Wichita, KS 67214

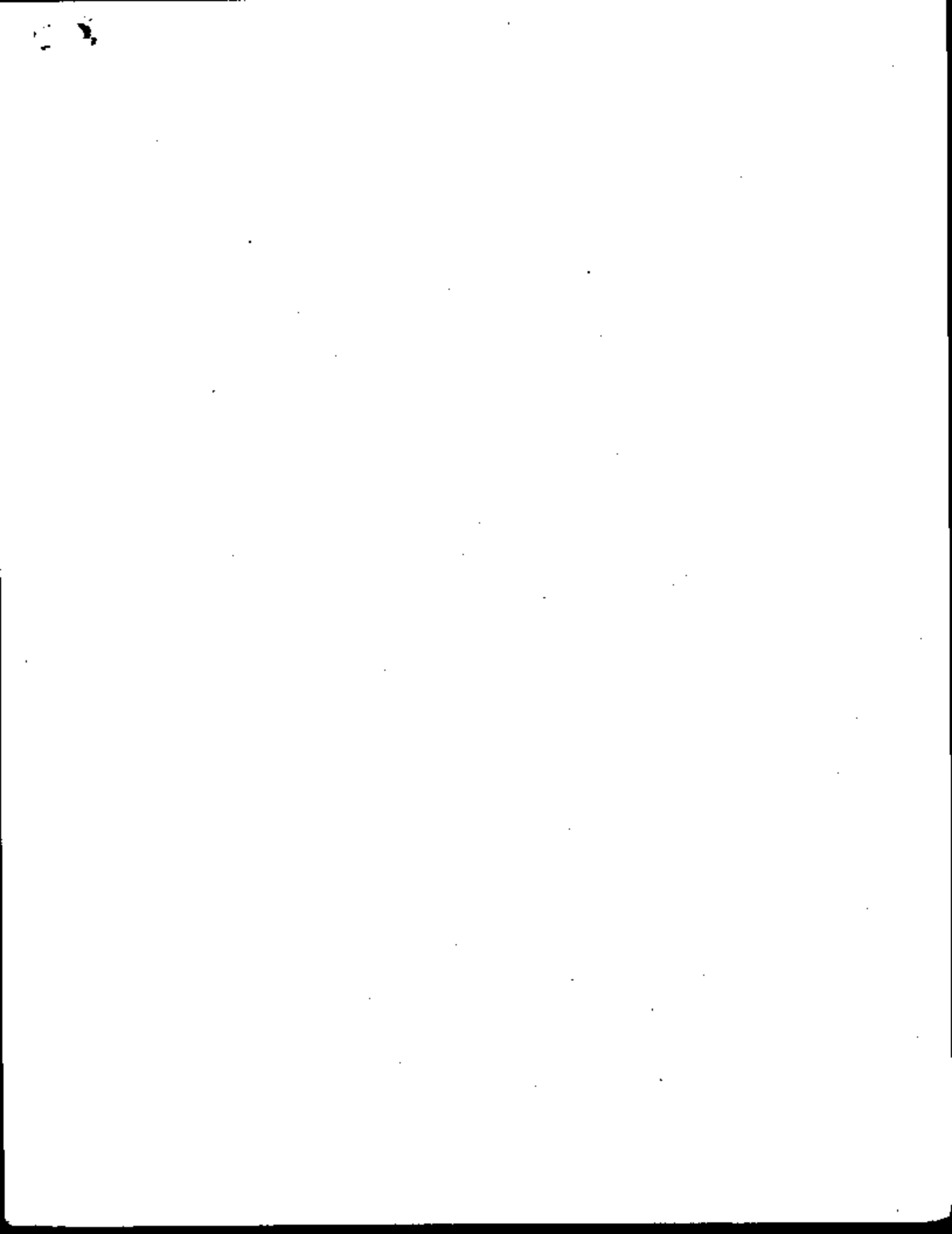
Dear Mr. Scheck,

This is my second time to write to you concerning my 2004 Chopper that I purchased on 08/06/2004 from Pacific Rim Cycle in Honolulu Hawaii. I'm enclosing the first letter in order to keep you abreast of the issues concerning my Big Dog purchase. As stated in my first letter, the Pacific Rim Dealer and your technical staff in Kansas acknowledged a problem with my bike that was further determined to require a tech bulletin incorporation. To correct the problem my swing arm was sent in to be modified and returned for install. The install was completed, however the problem was not corrected. The maintenance crew at the dealer where I purchased the bike said they have exhausted all efforts to try and correct the problem. They even went further to say the bike should not have left the factory in this condition. The Number one wrench turner, Frank was recently at the manufacturer attending training, which included repair techniques to correct the problem with my bike. He did all he could do with his additional training to no avail. This is not an isolated problem, there is another chopper sitting at this dealer with the same problem. The maintenance manager, Eric told me he is going to make some phone calls to try and get me a replacement for my defective motorcycle. I have had this motorcycle for four months now, two of which the bike has sat in the shop for Tech bulletin incorporation. The remaining 2 months, the bike has not functioned properly. I'm respectfully requesting a replacement motorcycle. I will even be willing to take a bike currently sitting at the dealer, a 2004 Pit bull that sells for about 3 to 4 thousand less than my 2004 117-ci chopper. Please advise on resolving this matter. If we cannot not come to an agreement, I have no further recourse than to seek legal counsel. Please work with me on this matter. Your assistance is greatly appreciated.

Thank you very much again.

With best wishes

Pearl Harbor, HI  
Phone:





## SERVICE BULLETIN

=====URGENT=====

### Problem -- Belt and Chassis Issues

**MODELS:** 2003 and 2004 models with 250 rear tires.  
Pitbull, Ridgeback, Mastiff, Chopper and Daytec Chopper

**SYMPTOMS:** Any of the following: Customer complaints involving drive belt noise, drive belt ratcheting, swing arm to frame contact.

**CORRECTIVE ACTION:** Use matrix to inspect, verify and correct problem/complaint.

#### 1. How to use matrix

- a. Top row of matrix lists potential problems.
- b. Second row of matrix lists models affected by problem.
- c. Follow top line from left to right until you find the problem or customer complaint.
- d. Ensure that problem corresponds with model you are working on by looking directly below problem for model(s) affected.
  1. If model or problem you are working on is not listed call Big Dog Motorcycles Technical Support @ 316.219.7000
- e. Follow steps listed below problem in numerical order to complete problem resolution.
- f. Steps with a letter designator such as 1A, 1B indicate both steps need to be completed in alphabetical order before proceeding to next numbered step. The exception to this is the procedure in Attachment "D", if step "A" does not indicate replacement of shocks is necessary, then skip step "B".
- g. Each numbered step has a note that either lists the solution or refers to the document required to complete that step. Separate documents were produced to eliminate processes that do not affect the problem you are addressing.

[www.bigdogmotorcyclesdealer.com](http://www.bigdogmotorcyclesdealer.com)

1. Example of problem – solution using the matrix.
  - a. Customer complains of belt ratcheting on a 2004 Mastiff.
  - b. Follow top line to **Drive Belt Ratchets**.
  - c. Make sure Mastiff is listed below problem in **Affected Models** row.
  - d. Follow steps below that box.
  - e. Refer to **Attachment A** before proceeding with matrix steps.
  - f. Step 1A; verify installation of swingarm support bushing per **Attachment B**, step 1. If bushing is not installed, proceed to Step 1B. If bushing is already installed, return to matrix Step 2.
  - g. Step 1B; Inspect swingarm for distortion per **Attachment B**, steps 2 through 6.
  - h. Step 2; check and adjust rear axle to swingarm pivot shaft alignment and set proper belt tension per **Attachment C**. Test ride to check for resolution of problem. If problem still exists, proceed to Step 3.
  - i. Step 3; check and adjust drive train alignment per **Attachment D**. Test ride to check for resolution of problem. If problem still exists proceed to Step 4.
  - j. Step 4; replace Rear Pulley per **Attachment E**. Test ride to check for resolution of problem. If problem still exists proceed to Step 5.
  - k. Step 5A; check the shock extension distance without rider per **Attachment F**. If the extension distance is outside the acceptable range proceed to step 5B.
  - l. Step 5B; install "H-H" shocks per the **BDM Service Manual, Chassis Section**. Test ride to check for resolution of problem.

That should complete the resolution of the problem/complaint. If further assistance is necessary contact Big Dog Motorcycles Technical Support @ 316.219.7000.

| Problem(s)<br>⇒ | Drive Belt<br>Noisy | Drive Belt<br>Ratchets                 | Drive Belt<br>Ratchets                 | Drive Belt<br>Ratchets                 | Swing Arm<br>Contact | Swing Arm Contact |
|-----------------|---------------------|--|--|--|----------------------|-------------------|
|                 |                     |  |  |  |                      |                   |
| Solutions ↓     |                     | See Attachment "A" before using matrix | See Attachment "A" before using matrix | See Attachment "A" before using matrix | See NOTE 2           | See NOTE 2        |
|                 |                     |  |  |  |                      |                   |
|                 |                     |  |  |  |                      |                   |
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|                 |                     |  |  |  |                      |                   |

**NOTE 1.** Check that the latest version of relief machined struts for swing arm clearance are installed, for both standard and accessory struts. Consult with Big Dog Motorcycles Technical Support for identification.

**NOTE 2. IMPORTANT:** Before completing any required paint or powder coat refinishing of the swingarm, perform all necessary steps for solution of contact and verify that finish damage will not re-occur by wrapping damaged area of swingarm finish with one layer of masking tape and test riding on rough road or over harsh bumps, preferably with rider of 230 lb. Minimum weight.



## SERVICE BULLETIN

=====URGENT=====

### Attachment A

**MODELS:** 2003 and 2004 models with 250 rear tires.

**SYMPTOMS:** Customer complains drive belt ratchets.

**PURPOSE:** A method to verify drive belt ratcheting.



Street testing using the following procedure is **not** recommended.

1. Using "white-out", or a light color grease pencil or paint marker, make adjacent index marks on the rear drive pulley flange outer edge and the outer surface of the drive belt. See Figure 1.

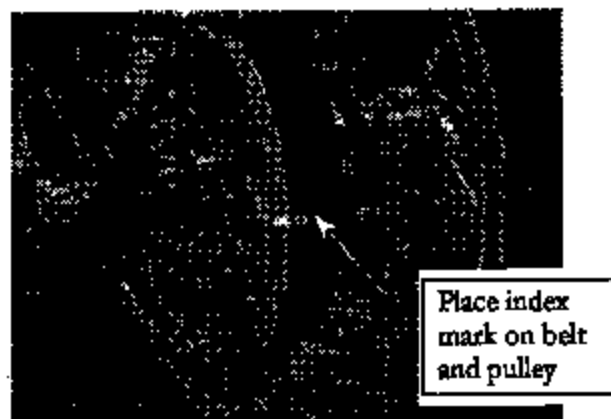


Figure 1

2. On a chassis dynamometer, safe closed course or drag strip, perform several maximum acceleration hard launches in an attempt to make the drive belt ratchet over the rear pulley.
3. Raise the rear wheel off the ground. Because all 1 $\frac{1}{2}$  drive belt models use a 130 tooth drive belt in conjunction with a 65 tooth rear pulley, any given tooth in mesh between the rear pulley and the belt will be aligned every two (2) revolutions of the rear drive pulley. With the transmission in neutral, rotate the rear wheel to see if the index marks made in step #1 realign with each other every second revolution of the pulley. If they do not realign, the drive belt has ratcheted on the pulley. See Figure 2. **NOTE:** The distance between the pulley and belt index marks will of course vary if ratcheting has occurred.

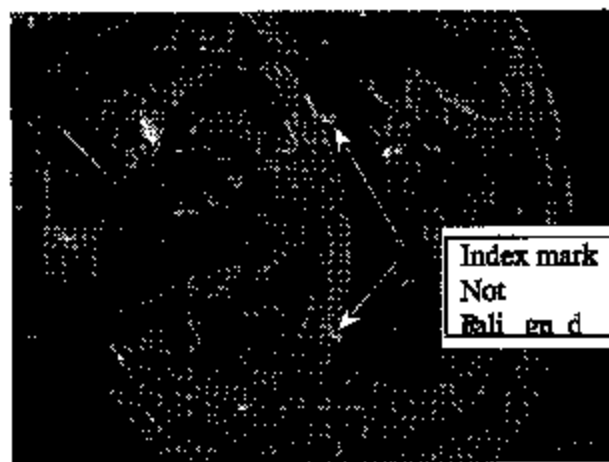


Figure 2

4. If ratcheting has occurred proceed to the next step in the matrix.
5. If ratcheting has ~~not~~ occurred, do not proceed with matrix unless there is another issue on the work order dealing with a problem listed in the matrix.
6. Clean marks from pulley and belt.

Enter a ~~Warranty~~ Claim for this procedure through ASV Use Labor ~~Code~~ OSB-1044A –  
Verify Drive Belt Ratcheting. Big Dog Motorcycles will pay 2 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @  
316.219.7000.



## SERVICE BULLETIN

=====URGENT=====

### Attachment B

- MODELS:** 2003 and 2004 with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt ratchets, swingarm to frame contact.
- PURPOSE:** A method to check installation of swingarm support bushing and/or a bent condition of the swingarm left hand side plate without removal of swingarm.

**Procedure:**

1. First, verify if black Delrin support bushing, p/n BDM130-0087 is installed in the inboard side of the left hand swingarm pivot hole. See Figure 1. Bikes built in July 2004 and later should already have this bushing installed. If the bushing is not installed, continue with inspection of swingarm. If the bushing is already installed, proceed to solution matrix Step 2.

BDM130-0087  
Delrin bushing



Figure 1

2. Gain access to the inboard side of the left hand swingarm side plate by removing the splashguard from the swingarm.
3. Obtain the following gauge pin, or twist drill sizes with no burrs on the shank end (end of the drill normally held in a drill chuck) to use as check gauges. See Figure 2.

Gauge: #2 drill (0.199" diameter)

Gauge: 15/64" drill (0.234" diameter)

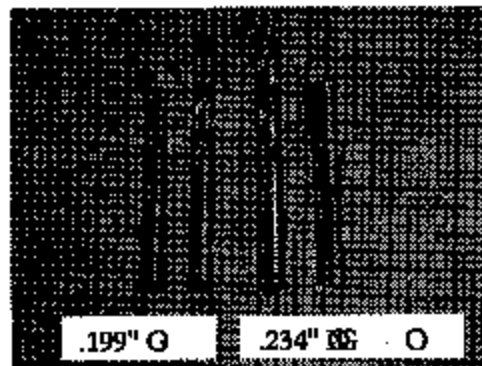


Figure 2

4. Working from the right hand side of the motorcycle, first check for and remove any powder coat flashing or burrs at the edge of the swingarm pivot hole on the inside face of the left hand side plate using a suitable deburr tool, lathe bit, or the corner edge of a small three square file. Be careful to remove only excess powder coat and metal burrs without gouging or nicking the inside diameter of the pivot hole. See Figure 3.



This step must not be overlooked or the following checks will be inaccurate.

Remove excess powder coat & any burrs from inside edge of hole



Figure 3

5. Looking at the inboard side of the swingarm left hand sideplate from the right hand side, using each pin, or shank of each drill, check to see if the gauge end will "go" (fit), or "no-go" (not fit) into the gap between the pivot hole inside diameter and the pivot shaft, while holding the gauge parallel to and flat against the swingarm pivot shaft (bearing spacer tube) at both the 3 o'clock (fwd side) and 9 o'clock (aft side) positions. See Figure 4.

The following conditions indicate whether or not the swingarm side plate is bent to a degree which requires straightening before installation of BDM130-0087 Delrin bushing:

| <u>Check gauge results</u>  | <u>Swingarm condition</u>      |
|---|--------------------------------|
| A. Fwd Side (3 o'clock) - $\frac{1}{8}$ " gauge goes,<br>And aft side (9 o'clock) - $\frac{1}{8}$ " gauge wont go | bent - requires straightening  |
| B. Fwd & aft side - $\frac{1}{8}$ " gauge wont go,<br>And $\frac{1}{8}$ " gauge goes both sides                   | ok - no straightening required |
| C. Fwd Side - $\frac{1}{8}$ " gauge goes<br>Aft side - $\frac{1}{8}$ " gauge goes                                 | ok - no straightening required |
| D. Fwd side - $\frac{1}{8}$ " gauge wont go<br>Aft side - $\frac{1}{8}$ " gauge wont go                           | ok - no straightening required |

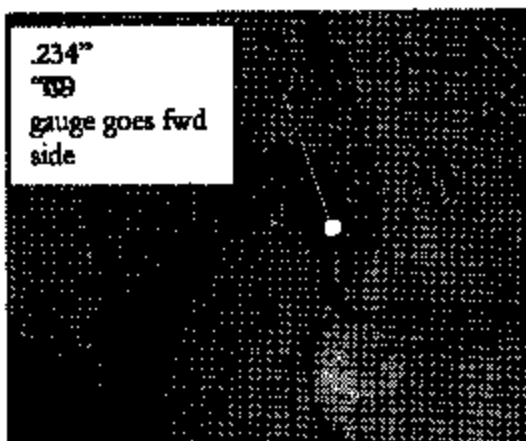


Figure 4



Figure 5

- If the swingarm is bent per condition "A" above, remove swingarm from the motorcycle and remove the tag bracket per Attachment H. Ship the swingarm to Big Dog Motorcycles for straightening and installation of the BDM130-0087 bushing. Include the pivot tube/bearing spacer when shipping.
- If the swingarm is NOT bent per check gauge result "B", "C", or "D", but the bike has exhibited a verified belt ratcheting or noisy belt condition, remove the swingarm from the motorcycle and remove the tag bracket per Attachment H to allow installation of the BDM130-0087 bushing.

8. Install the bushing as follows:
  - a. Protect the swingarm from damage to the finish as required and press or drive out the LH swingarm pivot bearing.
  - b. Drive in the BDM130-0087 bushing from the inside of the LH side plate until the bushing shoulder is seated against the stub tube shoulder -- the bushing face may protrude above flush with the side plate.
  - c. Install the pivot shaft/bearing spacer through the bushing.
  - d. Reinstall the LH side pivot bearing by pressing or driving in with a properly sized driver (1 1/8" or 1.125" MI ND) which contacts only the outer bearing race, until the bearing snap ring is seated flush against the swingarm stub tube.
9. Reinstall the swingarm and tag bracket per Attachment H after straightening and/or installation of bushing. Proceed to the next matrix solution step.

Enter a Warranty Claim for this procedure through ASV Use Labor #SB-1044B- Verify Installation of Swingarm Bushing and Check for Bent Swingarm without removal of swingarm. Big Dog Motorcycles will pay 1.2 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @ 316.219.7000.



## SERVICE BULLETIN

=====URGENT=====

### Attachment C

- MODELS:** 2003 and 2004 with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt noisy, drive belt satchets.
- PURPOSE:** A method to check and adjust rear axle to swingarm pivot shaft alignment and set proper belt tension

### ~~Pre Alignment~~

### ~~Alignment~~

1. Place motorcycle on suitable lift.
2. For swingarm models, verify the swingarm is straight. **NOTE:** For Rolling Thunder frames only, if there is any indication that the swingarm has flexed, or is bent, discontinue procedure and contact Big Dog Motorcycles Technical Support @ 316.219.7000 for further instructions.
3. Obtain the Big Dog Motorcycles Rear Axle Alignment Tool p/n BDM260-00037.
4. Place the appropriate 90-Degree end of the tool into the center of the swingarm pivot shaft. Measure the distance between the centers of the pivot shaft to the centers of the rear axle. The measurements between these points **must** be equal on both sides of the motorcycle. If they are not, realign rear wheel using the following procedure:
  - A. Remove rear axle covers and loosen the lock nuts or remove the Allen set screws which secure the rear axle adjusting screws.
  - B. Loosen the rear axle nut.
  - C. Turn the axle adjusters until the measurements between the center of the swingarm pivot shaft and the center of the rear axle are equal on both sides of the motorcycle.
  - D. Adjust rear belt tension to specifications found in the service manual chassis section, turning the axle adjusters an equal amount of turns. Verify that the measurements between the centers of the swingarm pivot shaft and the centers of the rear axle are still equal. **This is critical in order to obtain proper vehicle alignment.**
  - E. Tighten rear axle fastener to 60 ft-lbs torque. Again, verify the measurements between the centers of the swingarm pivot shaft and the centers of the rear axle. If the measurements are still equal, proceed to the next step. If not, repeat rear wheel alignment procedures until the measurements are equal.
  - F. Install rear axle adjuster set screws, using blue Loctite on the threads.
  - G. Verify that the rear brake caliper is centered to the rear brake rotor. Add or remove shims until the brake caliper is centered to the rear brake rotor.
  - H. Install axle covers.

### ~~Post Alignment~~

1. Remove muffler.
2. Remove rear axle covers.
3. Remove rear axle adjuster set screws.
4. Loosen rear axle.
5. Using a flip-style jack, raise the front of the motorcycle.
6. Place a support under the rear wheel to level the motorcycle.
7. Measure from the front edge of the axle to the front edge of the axle adjuster slots.
8. Turn the rear axle adjusters until the measurements are identical.
9. Remove the support from under the rear wheel.
10. Remove the jack.
11. Verify that the final drive belt deflection is 1/4" to 5/16". Turn the rear axle adjusters an equal amount of turns until this is obtained.
12. Tighten rear axle fastener to 60 ft-lbs torque.
13. Verify that the final drive belt deflection is still 1/4" to 5/16".
14. Install rear axle adjuster set screws, using blue Loctite on the threads.
15. Install rear axle covers.
16. Install muffler.

### Wrench Alignment

1. Remove muffler.
2. Remove rear axle covers.
3. Remove rear axle adjuster set screws.
4. Loosen rear axle.
5. Using a flip-style jack, raise the front of the motorcycle.
6. Place a support under the rear wheel to level the motorcycle.
7. Place a straightedge across both sides of the rear wheel, extending slightly past the front wheel. Support the straightedges so they are level from the front of the motorcycle to the rear of the motorcycle.
8. Turn the rear axle adjusters until the front wheel is centered between the straightedges.
9. Remove the straightedges.
10. Remove the support from under the rear wheel.
11. Remove the jack.
12. Verify that the final drive belt deflection is  $1/4"$  to  $5/16"$ . Turn the rear axle adjusters an equal amount of turns until this is obtained.
13. Tighten rear axle fastener to 60 ft-lbs torque.
14. Verify that the final drive belt deflection is still  $1/4"$  to  $5/16"$ .
15. Install rear axle adjuster set screws, using blue loctite on the threads.
16. Install rear axle covers.
17. Install muffler.

|                    |   |
|--------------------|---|
| Rear axle fastener | 60 ft-lbs   |
| Final Drive Belt   | 100-120 lbs of static tension with rider, passenger and cargo weight on motorcycle. |
| Backspring         | 100-120 lbs of static tension easing from top to trail.                             |
| Front Fork         | 38 to 12" deflection @ 100 lbs of force with rider weight                           |
| Headlight          | 14" to 16" deflection @ 100 lbs of force.   |

Enter a Warranty Claim for this procedure through ASV Use Labor PDSB-1044C - Check and Adjust Rear Axle to Swingarm Pivot Shaft Alignment and Set Proper Belt Tension. Big Dog Motorcycles will pay .6 hours for this procedure.

If assistance is necessary contact  
31619.000.

Big Dog Motorcycles Technical Support @

[www.bigdogmotorcyclesdealer.com](http://www.bigdogmotorcyclesdealer.com)

SB-1044 9.30.2004

hach shC



## SERVICE BULLETIN

=====URGENT=====

### Attachment D

- MODELS:** 2003 and 2004 models with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt noisy, drive belt ratchets.
- PEPOSE:** A method to check and adjust power train to rear wheel alignment.

## Fig. 11-15

## Alignment

1. Use a suitable jack to raise the rear of the motorcycle.
2. Rotate the rear wheel. The wheel should spin freely forward and backward with binding, tooth transmission fly and rear wheel key are properly aligned. If binding is detected proceed with the following alignment procedure.

## Shift

## align

1. Place the motorcycle on a suitable lift, which will allow access to the transmission mounting fasteners.
2. Using a suitable jack, raise the rear of the motorcycle enough to gain access to the transmission mounting fasteners and will allow removal of the left shock absorber (swingarm models).
3. Support the rear wheel. Lower the rear of the motorcycle just enough to relieve a portion of the weight off the jack.
4. Drain primary fluid.
5. Remove outer primary cover.
6. Inspect inner primary for leaks. If a leak is detected, inner primary will require removal.
7. Inspect inner primary for cracks. Cracks in inner primary require replacement.
8. Inspect inner primary bearing and race for damage. Replace if necessary.
9. Remove left rear shock absorber. (swingarm models)
10. Loosen transmission mounting fasteners. Pay close attention to whether or not the transmission case rises off frame when fasteners are loosened.
11. Use a feeler gauge, measure clearance between transmission case and the motorcycle frame. Record the measurement for each mounting pin.
12. Install Powertrain Shim Kit (see page 242) Shim sizes available are .010", .015020" and .025". Select shim so that it may be installed onto transmission mounting studs without forcing the transmission and shim as needed. If there is a gap between the transmission case and frame.
13. Tighten transmission mounting fasteners till snug.
14. Inspect the final drive belt for any twisting at the transmission key. If the belt is a longer twisted, tighten transmission mounting fasteners to 23-lbs torque.  
If the transmission mounting fastener which is located under the trapdoor is tightened to 10 f-lbs of torque.  
If the final drive belt is still twisted at the transmission key, slip the Powertrain Shim Kit and install Shim Kit.
15. Install outer primary cover with new gasket. Torque fasteners to 79 f-lbs torque.
16. Install drain plug with blue loc-tite. Torque to 79 f-lbs torque.
17. Fill primary with 2 oz of primary lubricant.
18. Install left rear shock absorber (swingarm models) with a few drops of red loc-tite. Tighten to the threads of the shock mounting fasteners. Torque to 80 f-lbs torque.
19. Raise the rear of the motorcycle.
20. Remove the sport block from the rear wheel.
21. Rotate rear wheel forward and backward while checking for any binding.
22. Adjust final drive belt tension if necessary.
23. Test ride. Adjust repairs.

## 17. ertibitibiz

## oligeh

18. Erfr m th fillowig step oiy af ter pofrm ig if sam issiorbtical  
Hgm ch
1. Isconact battery, ngatis cable f irst.
  2. R. mox chst.
  3. Binsl ad rem owlef fil tak(fapicable)
  4. R. mox pr egia mon
  5. hosestram issiorm otig fsters.
  6. hoseall egia m otig fsters.
  7. Mlg arielinm eter or a digital potract or, m easre th v ertical agle of th fal driv fley.
  8. Ero ooth m easnig t ool while ooth fley.
  9. Binsim ary fal.
  10. R. mox oter pim ary covr.
  11. Acc a s traighedge across th gask ot surf ace of th ier pim ary, topo bottom .
  12. Mlg th inlinm eter youroed oooth e driv fley, m easre th v ertical agle offh ier pim ary inrelati onto th ertical agle offh e fal driv fley. Record th m easre men if m aim um allowable difrene b etweenh fal driv p lley ertical agle ad th pwertrain ertical agle is .5degrees.
  13. Rom th rightside offh m otorcycle, rock th rightside of th pwertrain egia, tram issiorpim ary)ward.



Be cationo asid dam age to either existig slim s or pined or powder coated snices dnig th e fillowig s tep.

14. Mlg a sm all screwdrier or eiplen care fly wedge betweenh right rear offh tram ission case ad th e motorcycle fam e.
15. Bpat step 4 with anthr screwdrier or eiplen betweenh right fon offh egia case ad th fame.
16. Mlg th w edges til th agle offh i er pim ary ad th fal driv fley are eql. (.5degree)
17. Mlg a sceler gage, m easre ad record th e gap between all egia ad tram ission motig pits.
18. Brait P owertrain Shm Kp . Ita ll slim s as reiged n til th agle offh ier pim ary ad th fal driv fley are eql. (.5degree)
19. Verif brien tal alignm en offh pwertrain to th fal d riv p lley proceed as follows:
  - a. With all egia ad tram issiorm oti g fsters loose, rotate th driv it til in er pim ary gaskt su rface is prallel to th rear p ulley a ig a hrd backed traighedg e p aced agains th e gasket snice.
  - b. Mlg egia m otig fsters to 35 f-lbs torq. Bhetram ission motig fsters to 25-lbs offtorq.
  - c. Btram issiorm otig fstear whch is located der th trapdoor is tightend to 10 f-lbs offtorq.
20. Itall pr egia m on by a fw dr op offh a bctite 242 to th threads of motig fsters.

21. If cylinder head to engine on 1 steers to 3F-lbs. oiling.
22. If engine on to fan me 6 steers to 4F-lbs oiling.
23. If left fuel tank adjust valve.
24. Install outer pin any cover with new gasket. When oiling steers to 10 f-lbs oiling.
25. If Lctite Head Sealant with oiling for threads of the pin any case drain and install.
26. Add pin any fit to the pin any case till fit touch the bottom of the clutch spring with motorcycling stand high 32 oz in min.
27. Install left shock absorber (if applicable) by a few drops of Lctite 25 to motorcycling steers. When to 80 f-lbs oiling.
28. If left side.
29. Reconnect battery, positive cable first.
3. If left drive belt tension adjust if necessary.
3. Bad test. If repairs.

|                               | Weight                               | Oil               |
|-------------------------------|--------------------------------------|-------------------|
| If engine on to cylinder head | steers                               | 3F-lbs Lctite 242 |
| If engine on to fan           | e                                    | 4F-lbs Lctite 242 |
| Pin to fan                    | e motorcycling steers                | 3F-lbs            |
| When install on fan           | e motorcycling steers                | 2F-lbs            |
| When install on fan           | e motorcycling steers (for trapdoor) | 10 f-lbs          |
| For left steers               |                                      | 6 f-lbs           |

Enter a Warranty Claim for this procedure through ASV Use Labor #SB-1044D - Check and Adjust Power Train to Rear Wheel Alignment. Big Dog Motorcycles will pay 3.1 hours for this procedure.

If assistance is necessary contact 312.19.000.

Big Dog Motorcycles Retail Dept @



## SERVICE BULLETIN

=====URGENT=====

### Attachment E

**MODELS:** 2003 and 2004 models with 250 rear tires.

**SYMPTOMS:** Customer complains drive belt ratchets.

**PEPOSE:** A method to replace rear drive pulley.

1. Place the motorcycle on a suitable lift.
2. Using a suitable jack, raise the rear of the motorcycle.
3. Support the rear wheel. Lower the rear of the motorcycle just enough to relieve a portion of the weight off the jack.
4. Remove rear axle covers.
5. Loosen the lock nuts or remove the Allen set screws which secure the rear axle adjusting screws.
6. Loosen the rear axle nut.
7. Loosen the axle adjusters until all belt tension is relieved.
8. Remove rear brake caliper.
9. Some models may require removal of muffler(s) and/or belt guard.
10. Remove rear axle nut.
11. Remove rear axle and spacers.
12. Carefully slide drive belt over pulley while removing rear tire.



Do not twist, bind or crimp drive belt during removal or installation. Any of these conditions will require replacement of drive belt.

13. Remove pulley from wheel and replace with new pulley.
14. Reverse steps 5-12 for assembly.
15. Obtain the Big Dog Motorcycles Rear Axle Alignment Tool p/n BDM260-00037 for 2004 and older models.
16. Place the appropriate 90-Degree end of the tool into the center of the swingarm pivot shaft. Measure the distance between the centers of the pivot shaft to the centers of the rear axle. The measurements between these points **must** be equal on both sides of the motorcycle. If they are not, realign rear wheel using the following procedure:
  - A. Remove rear axle covers.
  - B. Loosen the lock nuts or remove the Allen set screws which secure the rear axle adjusting screws.
  - C. Loosen the rear axle nut.
  - D. Turn the axle adjusters until the measurements between the center of the swingarm pivot shaft and the center of the rear axle are equal on both sides of the motorcycle.
  - E. Adjust rear belt tension to specifications, turning the axle adjusters an equal amount of turns. Verify that the measurements between the centers of the swingarm pivot shaft and the centers of the rear axle are still equal. **This is critical in order to obtain proper vehicle alignment.**
  - F. Tighten rear axle fastener to 60 ft-lbs torque. Again, verify the measurements between the centers of the swingarm pivot shaft and the centers of the rear axle. If the measurements are still equal, proceed to the next step. If not, repeat rear wheel alignment procedures until the measurements are equal.
  - G. Install rear axle adjuster set screws, using blue Loctite on the threads.
  - H. Verify that the rear brake caliper is centered to the rear brake rotor. Add or remove shims until the brake caliper is centered to the rear brake rotor.
  - I. Install axle covers.
17. Remove jack.
18. Verify drive belt deflection is within specifications.
19. Test ride and verify problem solution.

Enter a ~~W~~arranty Claim for this procedure through ASV Use Labor #SB-1044E -  
Replace Rear Drive Pulley. Big Dog Motorcycles will pay 1.2 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @  
316.219.7000.



## SERVICE BULLETIN

===== URGENT =====

### Attachment F

- MODELS:** 2003 and 2004 models with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt noisy, drive belt ratchets or swingarm contact with frame.
- PURPOSE:** A method to check and adjust shock extension distance less than or equal to 1/8" without rider.

Check the extension distance of the shock/spring units on the motorcycle without rider as follows:

1. Place the motorcycle on a suitable lift, which will allow you to clamp the front wheel.
2. With the motorcycle front wheel clamped, bounce the rear suspension several times by pushing downward on the seat and rear fender and releasing quickly to allow the suspension to settle in an unbound condition.
3. Working underneath the motorcycle as shown in Figure 1 and 2, use a machinist's scale to measure the shock extension distance from the face of the shock housing to the piston rod stop collar. Make sure the near end of the scale is square against the shock housing as shown. Keep the near end straight and parallel with the shock piston rod while flexing the opposite end of the scale to clear the rear shock mounts and frame. It will not be uncommon for the two shocks to have up to 1/16" difference in their extension distances due to manufacturing variances in the frame and swingarm weldments.
4. If the shortest shock extension distance exceeds 1/8" (4/32"), replace the shocks with a set of "H-H" shocks, p/n BDM130-00009.

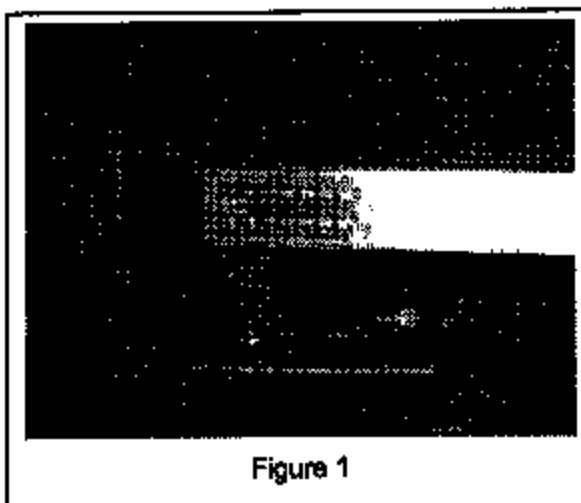


Figure 1

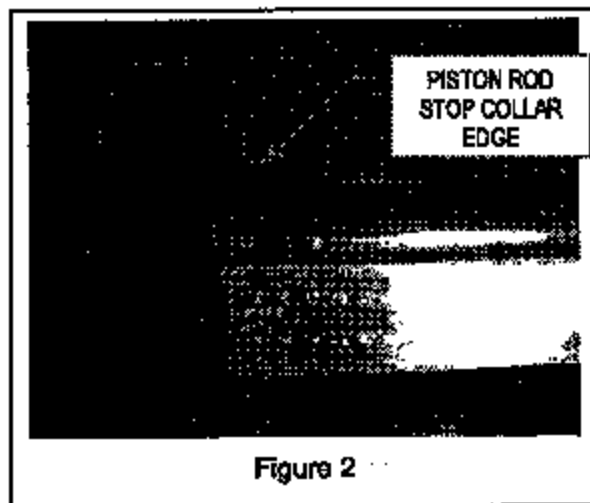


Figure 2

Enter a ~~Warranty~~ Claim for this procedure through ASV Use Labor #SB-1044F - Check and Adjust Shock Extension Distance without Rider. Big Dog Motorcycles will pay 1.4 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @ 316.219.7000.



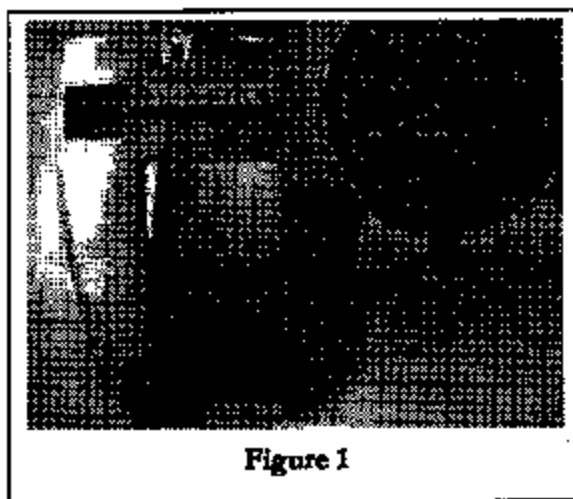
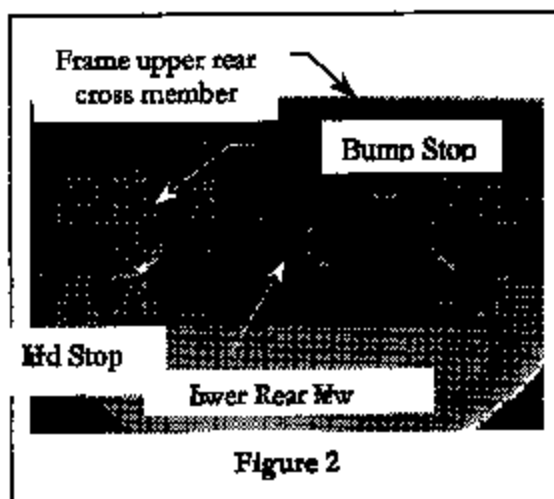
## SERVICE BULLETIN

=====URGENT=====

### Attachment G

- MODELS:** 2003 and 2004 models with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt noisy, drive belt ratchets or swingarm contact with frame.
- PURPOSE:** A method to check swingarm hard stops and install stiffer swingarm bump stops.

1. Gain access to the swing arm bump stops mounted on the rear side of the upper frame cross member below the seat by removing the swing arm splash guard.
2. Remove the two rubber bump stops from the frame.
  - a. For Rolling Thunder frame models ("M" & "N" project no.); remove by unscrewing the 1/4" nuts on the forward side of the frame.
  - b. For Daytec Choppers ("I" project no.), the stops thread directly into the frame, and there are also two aluminum bump stop spacers and a hard stop button and strap assembly which come off with the bump stops. See Figure 1
3. For Daytec Chopper models only, measure the overall length of the metal hard stop and the mounting strap to which it is welded. If the overall length is less than 0.75" (3/4"), replace it with a new hard stop/strap of the correct length, p/n BDM130-00256. See Figure 2



4. Replace the original rubber bump stops with harder replacement bump stops p/n BDM130-00929.

For Daytec Chopper models, be sure to install the stops with the original aluminum spacers installed over the bumper 1/4" stud and the hard stop strap sandwiched between the aluminum spacers and the frame. See Figure 1. Use blue Loctite 242 or equivalent on the bump stop threads.

Enter a Warranty Claim for this procedure through ASV Use Labor #SB-1044G  
Install Stiffer Swingarm Bump Stops. Big Dog Motorcycles will pay .6 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @ 316.219.7000.



## SERVICE BULLETIN

=====URGENT=====

### Attachment H

- MODELS:** 2003 and 2004 models with 250 rear tires.
- SYMPTOMS:** Any of the following: drive belt noisy, drive belt ratchets or swingarm contact with frame.
- PEPOSE:** A method to remove the swingarm and attaching hardware to install the BDM130-0087 bushing.

- 
1. Lift motorcycle securely on a lift and using a suitable jack, lift enough weight off the rear end of the motorcycle to relieve any pressure on the shock absorbers.
  2. Remove the rear wheel taking care not to twist or damage the drive belt.
  3. Remove the rear brake caliper from the swingarm leaving the brake line attached.  
**CAUTION: DO NOT** allow the brake line to crimp.
  4. Remove seat.
  5. Disconnect tag light wiring connector at the harness.
  6. Carefully de-pin the connector on the swingarm side.
  7. Slide wiring through loom inside swingarm.
  8. Remove the tag bracket.
  9. Remove the shock absorbers.
  10. Remove the swingarm pivot shaft taking care to support the swingarm to avoid damage to it or other painted surfaces.
  11. Install new BDM130-0087 bushing.
  12. Install removed components in reverse order of removal.
  13. Tighten rear axle fastener to 60 ft-lbs of torque.

Enter a ~~W~~arranty Claim for this procedure through ASW Use Labor ~~OSB~~OSB-1044H -- Install BDM130-00837 Bushing. Big Dog Motorcycles will pay .6 hours for this procedure.

If further assistance is necessary contact Big Dog Motorcycles Technical Support @ 316.219.7000.



(Seller)  
 3075 N. Nimitz Highway  
 Honolulu, Hawaii 96819  
 Phone (808) 838-CYCLE (2925)

Date: 08/06/2004  
 Stock #: 821291  
 Agreement No. 1105  
 Salesperson: STEPHEN RICHARDS

**Motorcycle Purchase Agreement (MPA)**

Buyer's Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City HONOLULU Zip Code \_\_\_\_\_  
 Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 Buyer's Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 Motorcycle Description: New \_\_\_\_\_ Used \_\_\_\_\_ Stock No. 821291 Year 2004 Make BIG BOG  
 Model \_\_\_\_\_ Color BLACK CC: \_\_\_\_\_ License No. \_\_\_\_\_  
 Mileage 40 VIN No. 5 J 1 1 1 N B 1 1 7 4 K  
 Trade-In Information #1: Year 2004 Make HARLEY DAVIDSON Model FATBOY CC: \_\_\_\_\_ VIN No. \_\_\_\_\_  
 Odometer: \_\_\_\_\_ License No. \_\_\_\_\_ Other \_\_\_\_\_  
 Trade-In Information #2: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ CC: \_\_\_\_\_ VIN No. \_\_\_\_\_  
 Odometer: \_\_\_\_\_ License No. \_\_\_\_\_ Other \_\_\_\_\_

**TERMS OF PURCHASE**

Seller offers for sale and Buyer agrees to purchase the above-described Motorcycle and Aftermarket Items, if any, set forth below on the following terms and conditions and on the terms and conditions on the reverse side of this MPA. Where there are multiple buyers, they are collectively called "Buyer."

Payoff Amount on Trade-in(s) Identified Above: \$ \_\_\_\_\_ N/A This amount can represent more than one trade-in. Seller relies on Buyer to provide current and accurate payoff amounts for all identified trade-ins. Buyer must read paragraph 4 on reverse side of MPA regarding Buyer's obligation to pay Seller any payoff amount that turns out higher than the amount stated above.

Deposit/Liquidated Damages: Seller requests a deposit of \$ 15889.32 from Buyer to be applied toward Buyer's Down Payment. Buyer has given Seller the stated deposit amount. Seller has a right, at its option, to retain the above-stated deposit amount as reasonable liquidated damages should Buyer fail to comply with Buyer's obligations under this MPA.

|   |    |                 |
|---|----|-----------------|
| Cash Price of Vehicle as Factory Equipped.                            | \$ | <u>32995.00</u> |
| Accessories & Products Purchased With Motorcycle (Aftermarket Items). |    |                 |
| a. <u>DOCUMENTATION FEE</u>   |    | <u>195.00</u>   |
| b. <u>LICENSE/REG./TITLE FEE</u>                                      |    | <u>65.50</u>    |
| c. _____  |    | <u>N/A</u>      |
| d. _____  |    | <u>N/A</u>      |
| e. _____  |    | <u>N/A</u>      |
| f. _____  |    | <u>N/A</u>      |
| g. _____  |    | <u>N/A</u>      |
| h. _____  |    | <u>N/A</u>      |
| i. _____  |    | <u>N/A</u>      |
| j. _____  |    | <u>N/A</u>      |
| k. _____  |    | <u>N/A</u>      |

SELLER MAY RETAIN A PORTION OF THE CHARGES FOR ITEMS a-k  
 AFTERMARKET ITEMS \_\_\_\_\_ ARE NOT SUBJECT TO CANCELLATION  
 "Estimated" Means Item May Be Subject to Partial Refund  
 "Government Fees" - License and Registration Fees Charged by State or Local Government

|   |    |                     |
|---|----|---------------------|
| SUBTOTAL (Cash Price of Motorcycle as Factory Equipped + Aftermarket Items a-k) |    | <u>261.50</u>       |
| Sales Tax   |    | <u>632.82</u>       |
| <b>TOTAL CASH PRICE OF PURCHASE BEFORE DOWN PAYMENT</b>                         | \$ | <u>33889.32 (A)</u> |
| Down Payment  |    |                     |
| Trade-In (If Any)   |    | <u>18000.00 (B)</u> |
| Less Pay-Off (If Any)   |    | <u>N/A (C)</u>      |
| Total Trade-In (B-C)  |    | <u>18000.00 (D)</u> |
| Manufacturer's Rebate/Incentive   |    | <u>N/A (E)</u>      |
| Cash Down   |    | <u>15889.32 (F)</u> |
| <b>TOTAL DOWN PAYMENT APPLIED TO PURCHASE PRICE (D+E+F)</b>                     |    | <u>33889.32 (G)</u> |
| <b>UNPAID BALANCE DUE ON CASH PRICE (A MINUS G)</b>                             |    | <u>N/A (H)</u>      |

THE ADDITIONAL TERMS BELOW AND ON THE REVERSE SIDE OF THIS MPA ARE PART OF THIS AGREEMENT - YOU ALSO MUST READ AND AGREE TO THESE TERMS BEFORE SIGNING.

NOTICE TO BUYER: (1) DO NOT SIGN THIS MPA BEFORE YOU READ IT OR IF IT CONTAINS APPLICABLE BLANK SPACES THAT NEED TO BE COMPLETED. (2) YOU ARE ENTITLED TO AND WILL RECEIVE A DULY COMPLETED COPY OF THIS MPA. (3) THIS MPA IS NOT EFFECTIVE UNLESS AND UNTIL IT IS SIGNED BY SELLER AND BUYER, EACH BUYER IF MORE THAN ONE. (4) WHEN BUYER SIGNS THIS MPA, HE OR SHE ACKNOWLEDGES RECEIPT OF SIGNED COPY OF THIS MPA THAT WAS COMPLETE IN EVERY NECESSARY RESPECT BEFORE HE OR SHE SIGNED IT, THAT BUYER HAS READ IT BEFORE SIGNING, AND BUYER AGREES TO BE LEGALLY BOUND BY ITS TERMS.

SELLER: INDIAN MOTORCYCLE HAWAII

BUYER'S ACCEPTANCE ON REVERSE SIDE OF THIS MPA

Signature of Authorized Representative

08/06/2004

Date

Signature

2nd Buyer's Signature

Date: 08/06/04

Date:

8483000 (808) 538-4238

September 24, 2004

Mark Scheck  
Vice President  
1520 E. Douglas  
Wichita, KS 67214

Dear Mr. Scheck,

To start I would like to tell you that Big Dog designs and manufactures a great product. I looked at most of the custom bike builders and chose the 2004 Big Dog chopper as my favorite.

I'm a career Military Commander currently stationed in Pearl Harbor, HI. I purchased my Big Dog chopper from "Pacific Rim Cycle" at 3075 N Nimitz Hwy in Honolulu. Upon purchasing the bike I went for a ride with Steve. While riding I noticed a ratcheting sound coming from the primary/transmission area which took the place of the power being transferred to the rear wheel during acceleration. Steve rode it and said he also noticed the problem. The dealer mechanics tightened the belt on several occasions in the first month of owning the bike; this did not correct the problem. Frank (16 year veteran) mechanic did the first 600-mile service, rode my bike and said the problem still persists and he was not sure what it was. Eric, the maintenance manager in the shop said he would call the Big Dog company technical support guys again to try and get a diagnosis for the problem. In my efforts to determine why the dealer will not or cannot correct the problem, I've drawn two possible conclusions: 1. The dealer mechanics know what the problem is and do not want to honor the warranty for some undisclosed reason or 2. the Big Dog Company is not supporting the dealership(s) with newly purchased motorcycle problems covered under the 2-year warranty. I wish I knew so I could assist in having my bike problem corrected.

After my fourth trip to the dealership, I've realized that they are only going to give me the run around instead of being honest and honoring my 2 year warranty. During my twenty-one years in the military as an Aerospace Engineering Duty Officer, I've learned that organizational problems sometimes do not make it to top level managers. I've also learned that correcting difficult problems requires upper level management's involvement. Your company has been growing rapidly and I want to congratulate you on this success, this very success was the factor that helped me in deciding on a Big Dog product. However, rapid growth could be the time to re-evaluate a growing company's Quality Assurance program. I'm not saying that I know more than you, I'm just trying to convince Big Dog to honor my warranty based on my production, quality, and manufacturing experience with the government. I just want to relay to you that I purchased a great bike from you that slipped through the crack with regard to the QA Process.

At this point I would appreciate a phone call made to the dealer owner from you about my particular situation, not a call from tech assist to mechanic, I've tried that to no avail.

Every time I'm out riding people want to know particulars about my Big Dog bike. I would love to tell them everything but it would be embarrassing to tell someone that just finished taking photos that it rolled off the show room floor with the ratcheting noise that you heard when I rode up.

I'm not one to stir up a fuss and would fix it myself if I knew what the problem was. I would even go so far as to disregard the warranty and pay the cost to have the problem corrected if someone would only steer me in the right direction. It's very difficult to watch people with some mechanical knowledge, point at the lower left side of my bike as I pass them with the ratcheting noise competing with the wonderful 117ci S & S engine.

This is the sixth motorcycle I have owned and the third new one I've purchased in the passed year. Please advise on this issue, I want to enjoy the wonderful potential that this product could offer.

**Bike Data: NEW**  
**Purchase price: \$33,889.32**  
**Purchase date: 08/06/2004**  
**Mileage at purchase: 40**  
**Sales person: Steven Richards**  
**VIN Number: 5J11NBJ174W**  
**Engine: 117CI S&S**  
**Current mileage: 612**  
**Color: black**

Thank you very much again.

With best regards,

Pearl Harbor, HI  
Phone:



# ODOMETER DISCLOSURE STATEMENT

1105/821291

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, PACIFIC RIM MOTORS LIMITED state that the odometer

now reads 40 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of following statements is checked;

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

| MAKE    | MODEL   | BODY TYPE | VIN               | YEAR |
|---------|---------|-----------|-------------------|------|
| BIG BOG | CHOPPER | CHOPPER   | 5J11NB1174ND00847 | 2004 |

Transferor's (Seller's) Name (Printed) PACIFIC RIM MOTORS LIMITED

Transferor's (Seller's) Address 3075 NORTH NIMITZ HIGHWAY HONOLULU HI 96819

Transferor's Signature & hand-printed name X Date of Statement 08/06/04

Transferee's (Buyer's) Name and Address (Printed) HONOLULU HI

Receipt of copy Acknowledged X

FORM NO. 1 WHITE: TRANSFEROR'S (SELLER'S) COPY CANARY: TRANSFEREE'S (BUYER'S) COPY

# ODOMETER DISCLOSURE STATEMENT

1105/821291A

Federal Law (and State Law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, \_\_\_\_\_ state that the odometer

now reads 1600 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of following statements is checked;

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- I hereby certify that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

| MAKE          | MODEL  | BODY TYPE | VIN               | YEAR |
|---------------|--------|-----------|-------------------|------|
| HARLEY DAVIDS | FATBOY |           | 1HD1RXB153Y113685 | 2003 |

Transferor's (Seller's) Name (Printed) \_\_\_\_\_

Transferor's (Seller's) Address HONOLULU HI

Transferor's Signature & hand-printed name X Date of Statement 08/06/04

Transferee's (Buyer's) Name and Address (Printed) PACIFIC RIM MOTORS LIMITED  
3075 NORTH NIMITZ HIGHWAY HONOLULU HI 96819

Receipt of copy Acknowledged X

FORM NO. 1 WHITE: TRANSFEROR'S (SELLER'S) COPY CANARY: TRANSFEREE'S (BUYER'S) COPY



3075 N. NIMITZ HIGHWAY  
HONOLULU, HI 96819  
PHONE: (808) 838-CYCLE (2925)

## DOOR-TO-DOOR SALES DISCLOSURE

PLEASE READ THE FOLLOWING DISCLOSURE REQUIRED BY STATE LAW, CHAPTER 437, HAWAII REVISED STATUTES. THIS DISCLOSURE MUST BE INITIALED BY THE SELLER AND EACH BUYER BEFORE THE EXECUTION OF ANY MOTORCYCLE PURCHASE AGREEMENT OR LEASE AGREEMENT. ALSO, DO NOT INITIAL THIS DISCLOSURE BEFORE THE CORRECT LANGUAGE IS CIRCLED. THIS DISCLOSURE, AFTER INITIALING BY ALL PARTIES, SHALL BE CONSIDERED A PART OF THE UNDERLYING AND SUBJECT MOTORCYCLE PURCHASE AGREEMENT OR LEASE AGREEMENT.

THIS (IS) OR (IS NOT) A DOOR-TO-DOOR SALE.  
THERE (IS A) OR (IS NO) 3-DAY RIGHT  
TO CANCEL THIS PURCHASE.

\_ Buyer's Initials

\_ Buyer's Initials

~~\_~~ Salesperson's Initials or Initials of Seller's Authorized Representative

If the sale connected with this Disclosure is a door-to-door sale, Seller may not negotiate, transfer, sell or assign any note, retail credit sale contract or other evidence of indebtedness connected with the sale to a finance company or other third party before midnight of the 5th business day following the day the purchase contract was signed by the Buyer or the goods purchased.

Attach to Motorcycle Purchase Agreement or Lease Agreement

TO REGISTER YOUR WARRANTY, PLEASE COMPLETE THIS  
IMPORTANT WARRANTY DOCUMENT AND MAIL TO BIG DOG  
MOTORCYCLES OR FAX TO 316-219-9129.

OWNER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY Honolulu

STATE HI

ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER (VIN)

5 J 1 1 N B J 1 7 4 W

BULLDOG

RIDGEBACK

MASTIFF

CHOPPER

BOXER

PITBULL

DEALER NAME Pacific Rim Cycle

DATE OF PURCHASE 2/1/04

MILES AT PURCHASE 50

SIGNATURE OF OWNER \_\_\_\_\_

PURCHASE PRICE \_\_\_\_\_

IGN. KEY # 6007

SEE SECTION 4 FOR TERMS AND CONDITIONS OF THE WARRANTY AND OWNER'S RESPONSIBILITIES.  
WARRANTY IS TRANSFERABLE ONLY WITH AUTHORIZATION FROM BIG DOG MOTORCYCLES, LLC. IF  
YOU MOVE OR CHANGE ADDRESSES, PLEASE NOTIFY BIG DOG MOTORCYCLES' WARRANTY DEPARTMENT.

BIG DOG MOTORCYCLES, LLC 1520 E. DOUGLAS - WICHITA, KS 67214

California Residents Only: Failure to complete and return this form does not diminish your warranty rights.

General Information

Major Components

Maintenance & Storage

Warranty

2004 OWNER'S MANUAL [WARRANTY REGISTRATION]

VEHICLE IDENTIFICATION NUMBER (VIN)

5 J 1 7 N B J 1 7 4 W

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

*Honolulu, HI*

Phone: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

*8/6/04*

Ign. Key # \_\_\_\_\_

Selling Dealer Name: \_\_\_\_\_

*Pacific Rim Cycles*

Address: \_\_\_\_\_

*3075 N Nimitz Ave Honolulu, HI 96819*

Phone: \_\_\_\_\_

*808 938 2925*

Sales Representative: \_\_\_\_\_

*Steve*

**BIG DOG MOTORCYCLE CONTACTS:**

e-mail us at: [dogpound@bigdogmotorcycles.com](mailto:dogpound@bigdogmotorcycles.com)  
MAIL: Big Dog Motorcycles, 1520 E. Douglas, Wichita, KS 67214

INITIAL SALES SECTION (DO NOT REMOVE FROM MANUAL)

General Information

Major Components

Maintenance & Storage

Warranty

2004 OWNER'S MANUAL

Congratulations on the purchase of your Custom Cruiser from Big Dog Motorcycles. \*

Please review the terms and conditions of this Warranty, particularly those associated with your responsibilities that include: warranty registration of your new Big Dog motorcycle, proper break-in and maintenance of your motorcycle, and the requirement to obtain authorization from the Big Dog Motorcycle Warranty Department before you commence with any warranty repair work.

This Manufacturer's Limited Warranty is between Big Dog Motorcycles, L.L.C. (BIG DOG MOTORCYCLES) and you, the owner (OWNER).

The term of this Manufacturer's Limited Warranty is effective from the date of the original retail purchase for a period of two (2) years, with the exception of defects in paint and chrome, which are warranted for a period of six (6) months. There are no mileage limitations. This Manufacturer's Limited Warranty is, in most instances, transferable to a subsequent owner. However, BIG DOG MOTORCYCLES reserves the right to decline the transfer of the remainder of the warranty to subsequent owners under certain circumstances. It is the duty of subsequent purchasers to determine prior to purchase if the warranty is transferable. BIG DOG MOTORCYCLES must receive a copy of the Warranty Transfer Form within 30 days of the transfer of ownership, plus a \$50 warranty transfer fee payable to Big Dog Motorcycles, L.L.C.

Your motorcycle is warranted against defects in materials and workmanship for the "COVERED COMPONENTS" listed below. A defect is defined as the failure of an original part, or of a replacement part of the same quality, to function as it was designed, in normal use, when properly operated and maintained. Warranty services will be performed within a reasonable time after notification of a claim, subject to inspection and factory authorization, at any Big Dog Motorcycle Dealer or Authorized Service Center. Warranty will be provided during normal business hours and scheduled by the provider, consistent with existing workloads and parts availability. Any part(s) replaced under this warranty shall become the property of Big Dog Motorcycles.

#### COVERED COMPONENTS

This Manufacturer's Limited Warranty covers ONLY the components listed below:

1. ENGINE - The following internal, lubricated parts: camshaft, cam bearing, nose cone bushing, connecting rods and bearings, oil pump, pushrods and lifters, pistons, piston rings and pins, rocker arms, rocker shafts and bushings, pinion and breather gears, valves, valve springs, guides, seats and retainers, engine mounts. Engine heads, motor cases and cylinder barrels are covered if damaged by the failure of an internal, lubricated part. Seals and gaskets.

2. TRANSMISSION - The following internal, lubricated parts contained within the transmission case: all gears, bearings,

2004 OWNER'S MANUAL [ WARRANTY 4.0 ]

springs, main shaft, counter shaft, shift drum, shift forks, dogs and pawls. Transmission case is covered if damaged by the failure of an internal, lubricated part. Seals and gaskets.

3. PRIMARY DRIVE - The following internal, lubricated parts contained within the primary case: sprockets, compensator, chain adjuster, clutch and bearings. Primary cases are covered if damaged by the failure of an internal, lubricated part. Seals, o-rings, and gaskets.

4. SUSPENSION - All internal, lubricated parts contained within the front fork assembly, front and rear wheel bearings, swing arm pivot shaft, swing arm bushings and mounts, front and rear wheel hubs, rear shock absorbers. The front fork tubes are covered only if damaged by the failure of an internal, lubricated part. Seals and gaskets.

5. CARBURETOR - Malfunction as a result of defects in materials or workmanship.

6. STEERING - Upper and lower steering stem bearings, steering stem, handlebars, dust covers and fork stop.

7. BRAKES - Hydraulic brake calipers and rotors, mounting brackets, master cylinders and hydraulic lines.

8. ELECTRICAL - Coil, manually operated switches, rotor, stator, EHC (electrical harness control module), solenoids, starter, voltage regulator, relays, wiring harness, electronic

ignition module, ignition sensor plate, speedometer sensor pickup, neutral switch.

9. FUEL DELIVERY - Fuel tank, fuel valve, fuel lines, and fittings.

10. GAUGES - Speedometer/odometer, tachometer.

11. PAINT AND CHROME - Any defects found in paint or chrome within six (6) months of the date of original purchase. BIG DOG MOTORCYCLES will be the sole arbitrator of defective paint.

#### PARTS AND LABOR NOT COVERED

Only the above listed Covered Components are warranted. Items or situations not covered include, but are not limited to the following:

1. Batteries, drive belt, brake pads, drive pulleys, light bulbs, sealed beams, throttle, choke, and clutch control cables, exhaust system, oil lines, fasteners, and connectors (including but not limited to: bolts, clips, nuts, pins and screws), filters, fluids, grips, lenses, saddle bags, rubber material including but not limited to: floor boards, foot rests. Seats, or passenger back rest pad, spark plugs, spark plug wires, or maintenance parts, tires, wheels, finish on polished metal, squeaks, chirps, rattles, mirrors, mirror housings.

2. Any accessory if altered, tampered with, abused, or not

dealer installed and Big Dog Motorcycle approved.

3. Damage caused by exceeding manufacturer's recommended weight and/or recommended rider limits.

4. Any regular or required maintenance services described in your owner's manual and other normal maintenance services and parts which include, but are not limited to: alignments, mechanical adjustments, shipping and handling, cleaning, wheel balancing, diagnostic time, test rides, shop supplies and environmental/hazardous waste charges, lubricants, storage, taxes, freight, down time or loss of use.

5. Any Covered Component listed that has no defect.

6. Damage and/or breakdown resulting from collision, fall over or upset, road hazard, fire, theft, attempted theft, malicious mischief, vandalism, riot, explosion, lightning, earthquake, tornado, windstorm, sand storm, volcanic eruption, freezing, civil or governmental commotion, rust and corrosion, hail, snow, water or flood, rotting, punctures, natural perils or acts of God, salt, environmental damage, falling objects, chemicals, cleaners, corrosives, high pressure wash, contamination of fluids, fuels, or lubricants, delay or failures in authorized repair and/or replacement services from the aforementioned causes, or other causes beyond BIG DOG MOTORCYCLES' control.

7. Any breakdown caused by misuse, abuse, negligence, lack of scheduled maintenance, improper servicing or repairs

performed by owner or an unauthorized repair facility, for any breakdown caused by lubricant blockage or the failure to maintain proper levels of lubricants, or any breakdown resulting from failure to protect vehicle from further damage when breakdown has occurred.

8. Any repair or replacement of any covered part if a breakdown has not occurred or if the wear on that part has not exceeded the published field tolerances allowed.

9. Damage resulting from the failure of any custom or add-on part, any frame or suspension modifications, lift or lowering kits, fork extensions, oversized/undersized tires, trailer hitches or lighting/signal additions or modifications.

10. Any vehicle that does not have valid manufacturer's VIN's or are title branded as salvage, junk, rebuilt, totaled, or flood damaged.

11. Any "warranty claim" if the vehicle odometer has been altered, and / or has ceased to operate so the actual mileage cannot be determined.

12. ANY LIABILITY FOR PROPERTY DAMAGE OR FOR INJURY TO OR DEATH OF ANY PERSON, ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF YOUR VEHICLE, WHETHER OR NOT RELATED TO THE PARTS COVERED, FOR LOSS OF USE, TIME, SHOP DELAYS, PROFIT, INCONVENIENCE, OR ANY OTHER LOSS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING ANY

2004 OWNER'S MANUAL [ WARRANTY 4.0 ]

**CONSEQUENTIAL DAMAGES TO A NONCOVERED PART THAT RESULTS FROM A BREAKDOWN.**

2004 OWNER'S MANUAL [WARRANTY 4.0]

13. Any claims, if your vehicle is used for towing a trailer or another vehicle or object or is used as a commercial unit, or is used for rental, taxi, or shuttle, delivery, towing or construction/job site activities, hauling, police or emergency service, off-road use, racing or competitive riding, or route work.

14. Any breakdown, if the repair information provided by you or the repair facility is not true.

15. Any breakdowns that occur to your vehicle outside the United States or Canada.

**EXCLUSIONS - THE FOLLOWING ARE EXPRESSLY EXCLUDED FROM COVERAGE UNDER YOUR BIG DOG MOTORCYCLES WARRANTY.**

1. Damage caused by failure to follow recommended BIG DOG MOTORCYCLES engine break-in procedures, including exceeding rpm limitations. Evidence of abuse or failure to adhere to the recommended break-in procedure will void the engine/drivetrain warranty.

2. Damage to paint from any cause other than factory defects. Specifically, fading caused by over exposure to direct sunlight, rock chips, abuse, road debris abrasion or overfilling of the fuel tank(s).

3. Losses or damages that occur as a result of accidents; abuse; misuse; fire; performance enhancing modifications; environmental conditions; modifications; lack of maintenance; loss of fluids; use of wrong fuels and fluids, oils, or lubricants; or exposure to extreme temperatures or humidity; improper maintenance or repair; non-conforming replacement parts which adversely affect performance; or racing. Inspections, replacement of parts and other services and adjustments necessary for required maintenance are not covered. Any motorcycle on which the odometer mileage has been changed so that actual mileage cannot be readily determined is not covered. **LOSS OF TIME, INCONVENIENCE, LOSS OF MOTORCYCLE USE OR OTHER CONSEQUENTIAL DAMAGES ARE NOT COVERED.**

4. Discoloration of exhaust system.

**LIMIT OF LIABILITY** - The following are express limits of your BIG DOG MOTORCYCLES Warranty.

1. Repair or replacement of defective components.

2. If BIG DOG MOTORCYCLES determines that any failed part has been tampered with, modified, abused, or removed, this Manufacturer's Limited Warranty is void.

3. Any alterations that have been made to your vehicle including but not limited to engine modifications, carburetor, exhaust or emissions modifications, cam change, re-

removal of exhaust baffle, lighting/signal additions or modifications to the wiring will void this warranty protection.

#### BENEFITS

**PICK-UP/TOWING** - In the event of a mechanical breakdown caused by a defect in a Covered Component, Big Dog Motorcycles will reimburse the OWNER for reasonable pick-up and towing charges to transport the motorcycle to an Authorized Dealer or Service Center. Maximum allowance per occurrence is \$100 and is subject to the terms and conditions of the current towing policy. Breakdowns outside the United States and Canada are not covered.

**IN THE EVENT OF A MECHANICAL BREAKDOWN** - To obtain performance under this Manufacturer's Limited Warranty, owner must either return the motorcycle at owner's expense to an Authorized Dealer or Service Center, or to Big Dog Motorcycles, L.L.C., 1520 E. Douglas, Wichita, KS 67214. Contact Big Dog Motorcycle Customer Service at 316-267-9121, to obtain the name of the nearest authorized repair facility and to obtain written authorization to have warranty work performed.

Follow these procedures:

1. Use all reasonable means to protect your motorcycle from further damage that may result from continued operation.

2. Return the motorcycle to the selling dealer. If this is not possible, take it to the nearest Big Dog Motorcycle Dealer or Authorized Service Center.

3. Present this Manufacturer's Limited Warranty and required maintenance records to the repair facility.

#### MISCELLANEOUS

1. Customer agrees that he will not abandon the motorcycle to a dealer or to Big Dog Motorcycles, L.L.C.

2. Authorized Dealers are independently owned and operated and BIG DOG MOTORCYCLES is not responsible in any way for any parts, labor, alterations or modifications made to said motorcycle. Dealers are not an agent and cannot give a warranty.

#### LEGAL RIGHTS

**THIS MANUFACTURER'S LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL, WRITTEN, EXPRESSED, OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. BIG DOG MOTORCYCLE'S OBLIGATIONS AND OWNER'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED. BIG DOG MOTORCYCLE'S LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PHYSICAL DAMAGE, PROPERTY**

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DAMAGE, LOSS OF USE OF THE MOTORCYCLE, LOSS OF TIME, INCONVENIENCE, AND COMMERCIAL LOSS RESULTING FROM THE OPERATION, MAINTENANCE, OR USE OF THE MOTORCYCLE IS EXPRESSLY EXCLUDED. THE PROVISIONS OF THIS PARAGRAPH DO NOT APPLY TO SALES MADE IN THE STATE OF KANSAS TO "CONSUMERS" AS THE TERM IS DEFINED IN K.S.A. 50-624. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

In addition to this Limited Warranty, the motorcycle is covered by the emissions system warranty that follows:

#### LIMITED WARRANTY ON EMISSION CONTROL SYSTEM

BIG DOG MOTORCYCLES warrants that each new Big Dog motorcycle is designed, built and equipped to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency. Each new motorcycle that is manufactured to be subject to the laws of the State of California conforms to all applicable regulations of the California Air Resources Board. The motorcycle is free from defects in material and workmanship that would cause such motorcycle to fail to con-

form to applicable regulations of the United States Environmental Protection Agency and, if applicable, the California Air Resources Board for the periods of use and miles required by law. Warranty defects shall be remedied during customary business hours at any Authorized Dealer in compliance with the Clean Air Act and applicable regulations of the United States Environmental Protection Agency and, if applicable, the California Air Resources Board. (CARB)

**State of California Only:** Emission related warranted parts are specifically defined by the state's Emission Warranty Parts List. These warranted parts are: carburetor and internal parts; intake manifold; fuel tank(s), fuel tank cap for evaporative emission controlled vehicles; fuel/vapor separator; canister; ignition coil; ignition wires; and spark plugs if failure occurs prior to the first scheduled replacement; and hoses, clamps, fittings and tubing used directly in these parts. Since emission related parts may vary from model to model, certain models may not contain all of these parts and certain models may contain functionally equivalent parts. Emission Control System emergency repairs, as provided for in the California Administrative Code, may be performed by service centers other than an Authorized Dealer. An emergency situation occurs when an Authorized Dealer is not reasonably available, a part is not available within 30 days, or a repair is not complete within 30 days. Any CARB approved replacement part can be used in an emergency repair. BIG DOG MOTORCYCLES will reimburse the OWNER for the expenses, including diagnosis, not to exceed BIG DOG MOTORCYCLE'S suggested retail

price for all warranted parts replaced and labor charges based on Big Dog Motorcycles recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. The OWNER will be required to provide receipts and return the failed parts to Big Dog Motorcycles in order to receive compensation.

Questions concerning California emissions should be directed to: California Air Resources Board, 9528 Telstar Avenue, El Monte, CA, 91731.

#### **LIMITATIONS UNDER EMISSION CONTROL SYSTEM WARRANTY:**

The warranty period shall begin on the date the motorcycle is delivered to the first retail purchaser or, if the motorcycle is placed in service as a demonstrator or company vehicle prior to sale at retail, on the date it is first placed in service.

The liability of BIG DOG MOTORCYCLES is limited solely to the remedying of defects in material or workmanship by an Authorized Dealer at their place of business during customary business hours. These warranties do not cover inconvenience or loss of use of the motorcycle.

#### **TAMPERING WITH NOISE CONTROL SYSTEM PROHIBITED**

Federal law prohibits the following acts or causing thereof:

The removal or rendering inoperative by any person other than for purposes of maintenance, repair, or replacement, of any device or element of design incorporated into any new vehicle for the purpose of noise control prior to its delivery to the ultimate purchaser or while it is in use, or the use of the vehicle after such device or element of design has been removed or rendered inoperative by any person. Among those acts presumed to constitute tampering are listed below:

1. Modification or removal of the muffler and / or replacement of the exhaust system with one that is not EPA noise compliant for use on a street vehicle.
2. Modification to the air intake breather or replacement with a type that increases the noise level above the current standard.

Big Dog Motorcycles recommends that any noise related repair or maintenance be performed by your Big Dog Motorcycles Dealer or Authorized Service Center.

#### **REPORTING SAFETY DEFECTS**

Required by the National Highway Traffic Safety Administration (NHTSA).

If you believe that your vehicle has a defect which could

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cause a crash or could cause injury or death, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) in addition to notifying BIG DOG MOTORCYCLES, L.L.C. If NHTSA receives similar complaints, it may open an investigation, and if it finds that a safety defect exists for a group of vehicles, it may order a recall and remedy campaign. However, NHTSA cannot become involved in individual problems between you, your dealer, or BIG DOG MOTORCYCLES. To contact NHTSA, you may either call the Auto Safety Hotline toll-free at 1-800-424-9393 or (202) 366-0123 in the Washington D.C. area) or write to: NHTSA, U.S. Department of Transportation, 400 7th Street S.W., (NSA-11) Washington, DC 20590. You can also obtain other information about motor vehicle safety from the Hotline.

#### OWNER'S WARRANTY RESPONSIBILITIES

This Manufacturer's Limited Warranty will be maintained if BIG DOG MOTORCYCLES' recommended service is performed by a factory authorized dealer, or other service facility with evidence of having provided reasonable and necessary maintenance to all covered components. As the motorcycle OWNER, you should be aware that BIG DOG MOTORCYCLES will void your warranty coverage if your motorcycle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

1. The OWNER must keep a maintenance log validated by the servicing dealer and keep receipts and work order

showing the date, mileage, and service performed.

2. In the event the OWNER, or someone other than the dealer, performs the required service, the OWNER must continuously maintain and retain receipts, logs, and other documentation sufficient to prove that the required maintenance was performed at the proper time and mileage according to the service / maintenance section that is found in section three (3) of this OWNER'S MANUAL.

#### NOTICE OF WARRANTY DISPUTE RESOLUTION PROGRAM

BIG DOG MOTORCYCLES has in place an informal dispute settlement mechanism, established in compliance with Federal Trade Commission Regulations, published at 16 C.F.R. Part 703. OWNER is required to resort to this alternative dispute resolution program before exercising rights or seeking remedies under the federal Magnuson-Moss Warranty Act.

15 U.S.C. §2301, et seq. OWNER may be required to resort to this alternative dispute resolution program before exercising rights or seeking remedies under certain state consumer laws and "lemon law" statutes. These requirements vary from state to state, and are independent of the requirements of the federal Magnuson-Moss Warranty Act.

OWNER and BIG DOG MOTORCYCLES shall submit any

dispute arising under this Warranty, with the exception of disputes alleging criminal or statutory violations, to arbitration in accordance with the Rules of the Better Business Bureau (BBB). A voluntary BBB arbitrator will render a decision that the arbitrator considers to be fair. In doing so, the arbitrator is not required to apply legal principles. If OWNER accepts the arbitrator's decision, BIG DOG MOTORCYCLES will be bound to abide by the decision and comply with its terms (subject to any limited right of review that may be provided by state or federal law); the OWNER must comply with the terms of the decision; and OWNER gives up the right to sue BIG DOG MOTORCYCLES in court on any claim that has been resolved at the arbitration hearing unless BIG DOG MOTORCYCLES fails to perform according to the arbitrator's decision (or unless otherwise provided by state or federal law). If OWNER rejects the arbitrator's decision, OWNER may pursue other legal remedies under state or federal law; and BDM will not be obligated to perform any part of the decision.

In filing a claim with the BBB, Owner shall provide, at a minimum, the following information: make and model, vehicle identification number, date of purchase, place of purchase, current odometer reading, a list of all complaints, and a copy of all repair orders and any other documentation to support OWNER'S claim(s). BIG DOG MOTORCYCLES shall have ten (10) days from the receipt of written notice from the BBB that OWNER has filed a claim and requested an arbitration hearing within which to respond to

OWNER'S claim. OWNER shall then have ten (10) days from the receipt of BIG DOG MOTORCYCLES response within which to respond to the same. Simultaneously, the BBB shall obtain a hearing date, said hearing to take place within forty (40) days of the original filing of OWNER'S claim and request for arbitration with the BBB.

All administrative fees, except for attorney fees, for the arbitration process will be paid by BDM. For more information about the BBB arbitration process, or to file a claim with this mechanism, OWNER may write to:

Better Business Bureau of Wichita  
328 S. Laura  
Wichita, KS 67211  
or call toll-free 1-800-856-2417.

**THIS ARBITRATION PROCESS AFFECTS IMPORTANT LEGAL RIGHTS, AND OWNER SHOULD CHECK WITH AN ATTORNEY IF HE / SHE HAS QUESTIONS ABOUT THOSE RIGHTS.**

*NOTE: The foregoing Notice regarding arbitration, established in accordance with the Rules of the Better Business Bureau to settle any Warranty disputes that may arise with OWNER'S Big Dog motorcycle, is set forth in part, and acknowledged by OWNER, in a separate document furnished to OWNER at the time of sale, entitled "Notice of Warranty Dispute Resolution Program," and is set forth in its entirety in this WARRANTY*

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General Information

Major Equipment

Fuel, Lubrication & Storage

Warranty

SECTION to satisfy applicable state and federal compliance requirements (16 C.F.R. Part 703) and for OWNER'S reference.

#### STATE WARRANTY ENFORCEMENT LAWS

The laws of many states permit owners to obtain a replacement vehicle or a refund under certain circumstances. These laws vary from state to state. In some states, the law requires that you first notify the manufacturer in writing of a problem so that the manufacturer has an opportunity to make any needed repairs, before you are eligible for the remedies these laws provide. Your written notification should be sent to:

Big Dog Motorcycles, L.L.C.  
Attn: Warranty Dept.  
1520 E. Douglas Avenue  
Wichita, KS 67214

*NOTE: When writing to Big Dog Motorcycles, you will need to provide your name, address, phone number, vehicle model, vehicle identification number, date of purchase, current odometer reading, the name of your Big Dog Motorcycles Dealer and a description of the problem.*



## Warranty Notes

**bigdog**  
**MOTORCYCLES**  
Owners Manual Revision C-21-44

**THE ATTACHMENTS TO THIS  
DOCUMENT HAVE BEEN REMOVED  
TO PROTECT UNWARRANTED  
INVASION OF PERSONAL PRIVACY  
PURSUANT TO EXEMPTION 6 OF  
THE FREEDOM OF INFORMATION  
ACT (FOIA), 5 U.S.C. 552(b)(6).**