

EDITS

7/25/14

Information Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(b)(6)



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT *called 7/28*
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

Date Received 23-MAY-2014

Repository ☐

Reference No.
10593691

AUG -8 2014

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City OAKLAND State CA Zip Code

Daytime Telephone Number [REDACTED]
Evening Telephone Number [REDACTED]

E-mail Address
LOWER CASE

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
JS1VT53A372 [REDACTED] Make SUZUKI Model DL1000 Model Year 2007

Date Purchased **3/13/07** Dealer's Name and Telephone Number **EAST BAY MOTORSPORTS** Engine: No: Cylinders **2** Fuel Type: **UNLEADED**
Original Owner ☐ Dealer's City State Zip Code

Transmission Type ☐ Antilock Brakes ☐ Cruise Control Powertrain Multiple Failure: **ENTIRE ELECTRICAL** Incident Date(s) 20-MAY-2014

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Codes: ENGINE (PWS), 110000 ELECTRICAL SYSTEM
VOLTAGE REGULATOR, STATOR, MOTOR, BATTERY
Everything in the wiring Failure Mileage 14000 Failure Speed 10

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make **N.A.** Tire Model (Name or Number) Tire Size (Example P215/65R15)
DOT No. (Example: DOTM19ABC036) ☐ Original Equipment ☐ Prior Repair Failure Location:
Tire Component Code Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: **N.A.** Date Manufactured: Model No./Name:
Seat Type: Installation System:
Child Seat Component Code: Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash ☒ Yes ☐ No Fire ☐ Yes ☒ No Number of Persons Injured 1 Number of Deaths 0 Reported to Police N

Narrative Description of Incident(S), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2007 SUZUKI DL1000 MOTORCYCLE. THE CONTACT STATED WHILE RIDING APPROXIMATELY 10 MPH THE MOTORCYCLE SUDDENLY STALLED CAUSING THE CONTACT TO LOSE CONTROL OF THE MOTORCYCLE AND CRASH. THE CONTACT SUSTAINED AN INJURY TO HIS LOWER RIGHT LEG. THE FAILURE WAS NOT DIAGNOSED NOR WAS THE VEHICLE REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 14,000.

SINCE DIAGNOSED: LIGAMENTS STRETCHED IN 2 ARTIFICIAL HIPS. REHAB COMMENCED, PHYSICAL THERAPY. (I CAN ONLY WALK 6 BLOCKS NOW.)

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Sheets 2 & 3 see Givi Bill - see Mc Repair Bill



MOTORCYCLE ACCESSORIES

5/21/2014

10:00:26AM

Page:1

GIVI USA Picking Sheet

5/20/2014

Order # 0047892

Warehouse:001

Charlotte

Customer #

02-RETAIL

Salesperson:0008

Anthony

Sold To:

OAKLAND, CA

Ship To:

PH
OAKLAND, CA

Confirm To:

Dealer P.O.

Ship VIA

F. O. B.

Terms

FDX_SMTPT

CREDIT CARD

Part #	Item Description	Unit	Ordered	Shipped	Backordered
Z115R	LID STRAPS - PAIR	PAIR	1	1	
Z112	LID STRAP BUTTONS	EA	7	1	
Z661G	BLANK KEY E52 - V46	EA	1	1	
Z154	3-DIGIT KEY BLANK MOD 91	EA	1	1	
Z167	ELASTIC STRAP E36,40,45	EA	2	2	

Repair parts for motorcycle
tail trunk, Broken off of the
bike in the crash

GIVI USA (Reno) --506 E. GLENDALE AVE. SPARKS, NV 89431 -- Tel 775-359-0900 -- Email Reno@giviusa.net

GIVI USA INC • 9309 FORSYTH PARK DRIVE • CHARLOTTE, NC 28273

TEL: 877-679-4484 FAX: 704-679-4133

EMAIL: info@giviusa.com

www.giviusa.com

05/21/2014 A.M. - 47875 - 47906

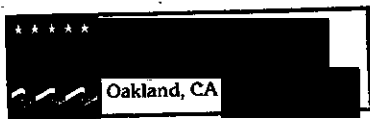
07/06/2012 PM - 33505 - 33513

www.giviusa.com info@giviusa.com

GLVI USA, INC. TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed in writing signed by an authorized employee of GLVI USA, INC. ("seller"). The following terms and conditions shall apply to the sale of items from Seller to Buyer. Different or additional terms and conditions proposed by Buyer in its purchase order or otherwise are objected by the Seller, and Buyer's assent to the terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to reasonably object thereto in writing and Buyer's acceptance to all or part of the items ordered. These terms and conditions of sale represent the entire sale agreement of the parties, and all proposed negotiations, representations or agreements made or entered into prior to or contemporaneously with this sale agreement whether oral or written are excluded.

1. Price All prices are quoted F.O.B. Sellers facility listed on the reverse side, unless other wise agreed in writing and do not include any cost of the freight, insurance, special packaging or insulation, any cost of inspection, permits or other compliance with governmental laws and regulations, any sale, use, excise, customs or other taxes, duties or fees, or any other charges, all of which must be paid by the Buyer. A tax or other Governmental charge upon the production, sale, shipment or use of any other items that Seller is required to pay or collect from Buyer shall be paid by the Buyer or Seller unless Buyer furnishes Seller with tax exemption certificate acceptable to the appropriate taxing authority. Changes in tariffs, freight rates or transportation changes used in determining delivered prices that occur after sale and prior of shipment will be for the account of Buyer.
2. Payment Unless credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days in United States currency. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guaranties, security or payment in advance of the amount of credit involves. If Buyer fails to fulfill the terms of payment, Seller may defer further shipment to Buyer or, at its option, cancel the unshipped portion of the Buyer's order. Buyer agrees to pay interest on all past due invoices at a rate of 18% per annum, computed on the basis of a 360-day year and the actual days elapsed to accrue from the date such payment is due until paid in full; provided, however, that if such rate exceeds the maximum rate permitted under applicable law, then interest shall be charged at the maximum rate permitted under such law. In addition, Buyer agrees to pay all costs, including reasonable attorney's fees included by Seller in the enforcement of any obligation of Buyer hereunder.
3. Terms of Shipment, Acceptance Seller will ship in accordance with the instructions supplied by Buyer, but if Buyer fails to furnish such instructions, Seller will select what is, in its opinion, satisfactory routing for shipment. If Buyer is to pick up products but has not done so within seven (7) days after notification that they are ready for shipment. Seller may ship the products by any commercial carrier it deems satisfactory. Title to and risk of loss for the items passes to the Buyer upon delivery to the carrier. Any prepayment by Seller of freight charges shall be stated in the delivery documents for the items. By accepting items from carrier, Buyer agrees that they from defects that a reasonable careful inspection would disclose.
4. Date of Shipment Shipping dates are given at the best of Sellers knowledge base upon conditions existing at the time the order is placed and upon information supplied furnished by Buyer. Seller will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or damage arising there from.
5. Cancellation Order by Buyer, Return of Products for Credit Buyer's order may not be modified or rescinded except in writing signed by Seller and Buyer. If all or part of Buyer's order is terminated by such modification or rescission, Buyer in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted by accounting principles equal to the reasonable anticipated profit of Seller in connection with such sale. In any circumstances, Seller's written consent must be given in advance of Buyer's return of product for credit.
6. Force Majeure Seller shall not be liable for any failure to perform its obligation under this sales agreement resulting directly or indirectly from or contributed to by any acts of God, act of Buyer, acts of civil or military authority, fire, strikes or other disputes, accidents, floods, epidemics, or riots, delays in transportation, lack or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control. All sales shall be subject to the export and munitions control laws of the United States. Buyer shall not make any dispositions, re-export or diversion of United States origin products purchased from Seller except as said laws may expressly permit.
7. Disclaimer of Product Warranty Buyer acknowledges that Seller is selling products in its capacity as a distributor or reseller of such products and that SELLER MAKES NO WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTY IN SELLER'S BEHALF OR TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION HEREWITH.
8. Exclusivity of Remedy, Limitation of Liability In the event Buyer claims Seller has breached any of it's obligations under this sales agreement, whether of warranty or otherwise, Seller may request the return of the goods purchased and tender to Buyer the purchase price therefor, paid to the Buyer and, in such event, Seller shall not have any obligation under this agreement except to receive a refund of such purchase price upon redelivery of such goods. If Seller so requests the return of such goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. THE REMEDIES SET FORTH HEREIN FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, AND WHETHER FOR PERSONAL INJURY, COMMERCIAL LOSS OR OTHER MONETARY LOSS, INCLUDING CLAIMS BASED ON WARRANTY NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SHALL SELLER'S LIABILITY FOR ANY CLAIM OF DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS SALES AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS EXCEED THE PURCHASE PRICE OF SUCH GOODS.
9. Governing Law, Venue, Limitations of Actions This sales agreement shall be performed in North Carolina and shall be governed by the Uniform Commercial Code as adopted in the State of North Carolina and shall otherwise be governed by the internal laws (as opposed to the conflict of law provisions) of the State of North Carolina. (Wherever is defined in North Carolina Uniform Commercial Code is used herein, the definition contained in such Uniform Commercial Code shall apply.) BUYER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN MECKLENBURG COUNTY, NORTH CAROLINA, OR FEDERAL COURT LOCATED IN THE WESTERN DISTRICT OF THE STATE OF NORTH CAROLINA, AND CONSENTS THAT ALL SERVICES OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE OPPOSITE SIDE OF THIS SALES AGREEMENT, AND SERVICES SO MADE SHALL BE DEEMED TO HAVE BEEN COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THIRTY (30) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, PROPER POSTAGE PREPAID AND PROPERLY ADDRESSED. TO THE EXTENT PERMITTED BY THE LAW, BUYER WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTIONS THAT IT MAY HAVE BASED ON LACK OF JURISDICTION OR IMPROPER VENUE OR FORUM. NONO CONVENIENSTO THE CONDUCT OF ANY PROCEEDING INSTITUTED HEREUNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS SALES AGREEMENT. NOTHING IN THIS SALES AGREEMENT SHALL AFFECT THE RIGHT OF SELLER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY THE LAW OR TO BRING ANY ACTION OR PROCEEDING AGAINST BUYER IN THE COURTS OF ANY OTHER JURISDICTION THAT HAS JURISDICTION OVER BUYER. NO ACTION MAY BE BROUGHT BY BUYER FOR SELLER'S BREACH OF THIS SALES AGREEMENT OR ANY COVENANT OR WARRANTY ARISING THEREFROM MORE THAT ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.



OAKLAND CA 945

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Liberty
FOREVER

US department of Transportation
NHTSA
Office of Defects: investigation
(NVS-2107)

1200 New Jersey Av. Southeast.
West Building
Washington DC

20590

