



Kawasaki Motors Corp., U.S.A.

March 15, 2007

11:20 AM

March 15, 2007

Mr. Richard P. Boyd, Chief
Medium and Heavy Duty Division
Office of Defects Investigation
National Highway Traffic Safety Administration
400 Seventh St., S.W.
Washington, D.C. 20590

Re: PE07-005

Dear Mr. Boyd:

Enclosed please find the initial response of Kawasaki Motors Corp., U.S.A. ("KMC") to the above-captioned matter. This submittal consists of material for which confidential treatment is not being requested.

In accordance with your instructions, material for which KMC is requesting confidential treatment is being submitted concurrently to NHTSA's Office of General Counsel. A copy of the letter accompanying that submittal is attached.

Please contact me if you have any questions regarding this material.

Sincerely,
Kawasaki Motors Corp., U.S.A.

Roger F. Hagie
Director, Public Affairs

encl.

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9950 Jeronimo Road
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NHTSA REPLY – PE07-005

MY 2003 VN1600 Motorcycles

ITEMS COMPLETED 1-7, and 11

1. State, by model and model year, the number of subject vehicles Kawasaki has manufactured for sale or lease in the United States. Separately, for each subject vehicle manufactured to date by Kawasaki, state the following:
 - a. Vehicle identification number (VIN);
 - b. Model Year;
 - c. Model;
 - d. Date of manufacture;
 - e. Warranty coverage start date;
 - f. Original purchaser first and last name; and
 - g. The selling dealer Kawasaki identification number (i.e., 239224, 241415, etc.).

Provide the table in Microsoft Access 2000, or a compatible format, entitled "PRODUCTION DATA." See the attached CD-ROM, titled "PE07-005 IR Attachments", for pre-formatted template illustrating the requested information format.

Model	Model Year	COUNT
VN1600A1 (US)	2003	██████
VN1600A1L (CA)	2003	██████

NOTE: The 2003 VN1600 model motorcycles are manufactured in two configurations: 49 State (US) and California (CA) with different model codes. The "L" signifies the California (CA) model.

See provided file "PRODUCTION DATA.mdb"

SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 01/26/07

2. State the number of each of the following, received by Kawasaki, or of which Kawasaki is otherwise aware, which relate to, or may relate to, the alleged defect:
 - a. Consumer complaints;
 - b. Field reports, including dealer field reports;
 - c. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury and/or notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle.
 - d. Property damage claims;
 - e. Third-party arbitration proceedings where Kawasaki is or was a party to the arbitration; and
 - f. Lawsuits, both pending and closed, where Kawasaki is or was a defendant or codefendant.

For subparts "a" through "d," state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately

(i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Kawasaki's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "e" and "f," identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Contact Type	COUNT
a	[REDACTED]
b	[REDACTED]
c	[REDACTED]
d	[REDACTED]
e	[REDACTED]
f	[REDACTED]

SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 01/26/07

3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:
 - a. Kawasaki's file number or other identifier used;
 - b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc.);
 - c. Vehicle owner name, address, and telephone number;
 - d. Vehicle's VIN;
 - e. Vehicle model year;
 - f. Vehicle's mileage at time of incident;
 - g. Incident date;
 - h. Report or claim date;
 - i. Whether a fire is alleged;
 - j. Whether property damage is alleged;
 - k. Number of alleged injuries, if any; and
 - l. Number of alleged fatalities, if any.

Provide this information in Microsoft Access 2000, or a compatible format, entitled "COMPLAINT DATA." See the attached CD-ROM, titled "PE07-005 IR Attachments", for a pre-formatted template illustrating the requested information format.

See provided file "COMPLAINT DATA.mdb"

4. Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method Kawasaki used for organizing the documents.

See provided file "COMPLAINT_DATA_DOCUMENTS_PE07-005.txt". Documents are separated by category. Within each category documents are in chronological order by date/time of initial contact.

SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 01/26/07

5. State, by model and model year, a total count for all of the following categories of claims, collectively, that have been paid by Kawasaki to date that relate to, or may relate to, the replacement of the subject fuel tank: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Kawasaki's claim number;
- b. Vehicle owner and telephone number;
- c. VIN;
- d. Repair date;
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's Kawasaki identification number;
- g. Labor operation number;
- h. Problem code;
- i. Replacement part number(s) and description(s);
- j. Concern stated by customer; and
- k. Comment, if any, by dealer/technician relating to claim and/or repair.

Provide this information in Microsoft Access 2000, or a compatible format, entitled "WARRANTY DATA." See the attached CD-ROM, titled "PE07-005 IR Attachments", for a pre-formatted template illustrating the requested information format.

In addition to the total counts requested above, provide Kawasaki's assessment, by model and model year, of the number of claims within each of the counts given that relate to, or may relate to, the alleged defect.

Count of claims that have been paid by Kawasaki that relate to, or may relate to, the replacement of the subject fuel tank:

Model	Model Year	COUNT
VN1600A1	2003	[REDACTED]
VN1600A1L	2003	[REDACTED]

Kawasaki's assessment of the number of claims within each of the counts above that relate to, or may relate to, the alleged defect:

Model	Model Year	COUNT
VN1600A1	2003	[REDACTED]
VN1600A1L	2003	[REDACTED]

See provided file "WARRANTY DATA.mdb"

SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 01/26/07

- 6. Describe in detail the search criteria used by Kawasaki to identify the claims identified in response to Request No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Kawasaki on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Kawasaki offered for the subject vehicles and state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

The following search criteria were used to identify claims in response to No. 5:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Labor Operations and descriptions:

Labor Operation	Labor Operation Description
6700	FUEL TANK R&R
13000	FUEL TANK R&R

Problem Codes and descriptions:

Problem Code	Problem Description
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

New vehicle warranty coverage offered by Kawasaki on subject vehicles:

Model	Model Year	Warranty (Months)	Warranty Mileage
VN1600A1	2003	12	Unlimited
VN1600A1L	2003	12	Unlimited

See attached Warranty Certificate (Attachment A) for details and vehicle systems covered.

Kawasaki offers an extended service contract option for new subject vehicles. Terms options include 12, 24, 36, and 48 months of coverage, with no mileage limitation, beyond the manufacturer's limited warranty. A contract can be purchased at the time of retail sale, or at any time during the manufacturer's limited warranty, regardless of mileage. See attached GTPP Contract (Attachment B) for coverage details.

Subject units covered under the above described extended service contract options:

Model	Model Year	Term (Months)	COUNT
VN1600A1	2003	24	[REDACTED]
VN1600A1L	2003	24	[REDACTED]
VN1600A1	2003	36	[REDACTED]
VN1600A1L	2003	36	[REDACTED]
VN1600A1	2003	48	[REDACTED]
VN1600A1L	2003	48	[REDACTED]

In addition, Kawasaki offers a Pre-Owned extended service contract option on the subject vehicles. Term options include 12 and 24 months, with no mileage limitation, from the date of sale of the contract. Contracts are available on units outside the manufacturer's limited warranty, which have been traded-in to an authorized Kawasaki dealer, passed an inspection, and made available for sale as a pre-owned unit. The unit must be less than 10 years old and have fewer than 50,000 miles to qualify.

Subject vehicles covered under the Pre-Owned extended service contract options:

Model	Model Year	Term (Months)	COUNT
VN1600A1	2003	12	██████
VN1600A1L	2003	12	██████
VN1600A1	2003	24	██████
VN1600A1L	2003	24	██████

SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 01/26/07

7. Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged defect that Kawasaki has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Kawasaki is planning to issue within the next 120 days.

Kawasaki Motors Corp., U.S.A. (including its parent company and affiliates) has not issued any service or warranty documents related to this alleged defect to the motorcycle dealer network or field agents or other entities. Communications to individual dealers regarding the alleged defect are contained in warranty authorization log reports (field reports) or warranty claims. Fuel tank replacement for the subject vehicles requires dealers to contact KMC for authorization in order to submit a warranty claim.

SOURCE: Donald Church
Senior Manager, Technical Services
LAST DATE INFO GATHERED: 01/26/07

8. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect that have been conducted, are being conducted, are planned, or

are being planned by, or for, Kawasaki. For each such action, provide the following information:

- a. Action title or identifier;
- b. The actual or planned start date;
- c. The actual or expected end date;
- d. Brief summary of the subject and objective of the action;
- e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
- f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

N/A

9. Describe all modifications or changes made by, or on behalf of, Kawasaki in the design, material composition, manufacture, quality control, supply, or installation of the subject component, from the start of production to date, which relate to, or may relate to, the alleged defect. For each such modification or change, provide the following information:
 - a. The date or approximate date on which the modification or change was incorporated into vehicle production;
 - b. A detailed description of the modification or change;
 - c. The reason(s) for the modification or change;
 - d. The part numbers (service and engineering) of the original component;
 - e. The part number (service and engineering) of the modified component;
 - f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
 - g. When the modified component was made available as a service component; and
 - h. Whether the modified component can be interchanged with earlier production components.

N/A

10. Also, provide the above information for any modification or change that Kawasaki is aware of which may be incorporated into vehicle production within the next 120 days.

N/A

11. State the number of subject components that Kawasaki has sold by component name, part number (both service and engineering/production), and model year of the subject vehicle in which it is used and month/year of sale (including the cut-off date for sales, if applicable).

NOTE: A negative (i.e. "-1") in the COUNT column indicates that components/parts were returned to KMC in the month and year listed.

Component Name	Part Number	Model Year	Model	COUNT	Year Shipped	Month Shipped
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SOURCE: KMC DATABASES
LAST DATE INFO GATHERED: 02/13/07

12. Furnish Kawasaki's assessment of the alleged defect in the subject vehicle, including:
- a. The causal or contributory factor(s);
 - b. The failure mechanism(s);
 - c. The failure mode(s);
 - d. The risk to motor vehicle safety that it poses;
 - e. What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning;
 - f. The failure reports identified with this inquiry;

N/A



RETAIL PURCHASE DATE			PLAN PURCHASE DATE			PLAN TERMS DESCRIPTION IN MONTHS (X) MARK ONE					PLAN EXPIRATION DATE			PLAN COST
MO	DAY	YEAR	MO	DAY	YEAR	12	24	36	48	NEW UNITS: TERMS OF THE PLAN BEGIN AFTER THE EXPIRATION OF THE KAWASAKI LIMITED WARRANTY PRE-OWNED UNITS TERMS OF THE PLAN BEGIN THE DAY OF PLAN PURCHASE	MO	DAY	YEAR	\$
MODEL						YEAR		VIN/SERIAL NBR.			ENGINE NBR			
DEALER NAME										SALESPERSON'S NAME				
ADDRESS										TELEPHONE NBR				
CITY										STATE		ZIP		
CUSTOMER'S NAME										ADDRESS				
CITY										STATE		ZIP		
OWNER'S SIGNATURE										DEALER'S SIGNATURE				

Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California, (949)770-0400 (hereinafter "Kawasaki") offers to the initial retail purchaser of a new Kawasaki product the Kawasaki Good Times Protection Plan (hereinafter "G.T.P.P."). Purchase of this Plan is not required in order to purchase, register or obtain financing for a product covered by this Plan. The G.T.P.P. is not an insurance policy.

COVERAGE

Coverage under the G.T.P.P. commences the day following the expiration date of the Kawasaki Limited Warranty. Any Kawasaki part or component, **EXCEPT FOR THE EXCLUSIONS LISTED**, found by Kawasaki to be defective in material or factory workmanship within the G.T.P.P. term shall be repaired or replaced at Kawasaki's option, without charge for material or labor during normal business hours at any Kawasaki dealer located within the United States of America who is authorized to repair the product. There is no mileage limitation or deductible charge on covered items during the G.T.P.P. term. Parts repaired or replaced under this Plan continue to be covered only for the duration of the Plan.

TRANSFER RIGHTS

THE COVERAGE PROVIDED BY THE G.T.P.P. MAY BE TRANSFERRED TO A SUBSEQUENT OWNER BEFORE THE EXPIRATION DATE WITHOUT PAYMENT OF A TRANSFER FEE. To transfer the G.T.P.P. to a subsequent owner, it is required that a transfer of registration takes place. Any authorized Kawasaki dealer will help with the change of ownership. All maintenance records must remain with the product for use by the subsequent owner.

CANCELLATION

- The G.T.P.P. may be cancelled only by the original purchaser who is still the legal owner of the covered product, by delivering a written cancellation request with the G.T.P.P. Certificate and Identification Card to the selling dealer only.
- If the G.T.P.P. is cancelled by the original purchaser within sixty (60) days of the date the G.T.P.P. was purchased, KMC will refund the full purchase price, less claims paid under the Plan.
- The original purchaser may cancel the G.T.P.P. after the initial 60-day period only with proof of theft, total loss or repossession, in which case the refund will be prorated based on the unexpired time remaining, less claims paid under the Plan, less a \$25 administrative fee.
- Regulations regarding cancellation of extended coverage Plans may vary from state to state.
- Regulations regarding cancellation of financed extended coverage Plans may vary from state to state.

NOTICE TO CONSUMER (ARIZONA): The G.T.P.P. Certificate can be cancelled at any time during the coverage period. The reimbursement will then be prorated based on the unexpired time remaining, less a \$25.00 administrative fee.

NOTICE TO CONSUMER (CALIFORNIA): The G.T.P.P. may be cancelled only by the original purchaser who is still the legal owner of the covered product, at any time during the coverage period, by delivering a written cancellation request with the G.T.P.P. Certificate and Identification Card to the selling dealer. If the G.T.P.P. is cancelled within the first (60) days after the G.T.P.P. was purchased, KMC will refund the full purchase price, less the retail value of service performed under the Plan. After the initial 60-day period, the refund will be pro rata based on: (a) elapsed time, or (b) the full purchase price, less the retail value of service performed under the Plan, whichever is less, and less an administrative fee of 10% of the full purchase price or \$25, whichever is less.

NOTICE TO CONSUMER (FLORIDA): In Florida the G.T.P.P. is administered by GE Capital Administrative Services, Inc., P. O. Box 140159, Denver, CO 80214-00159, 1-800-761-0251. Please contact GE Capital Administrative Services, Inc. for program details.

OWNER'S OBLIGATIONS

To maintain coverage, the owner must perform the owner's obligations, operate and maintain the product as outlined in the Owner's Manual. Service inspections, adjustments, and replacements in accordance with the time and mileage intervals and other recommendations given in the maintenance schedule are essential. The owner is responsible for paying all maintenance costs, including scheduled periodic service costs. Keep receipts and other records showing that proper maintenance and service have been performed.

LOSS OF USE-CONSEQUENTIAL DAMAGES

The repair or replacement of defective Kawasaki parts or components shall constitute the purchaser's sole remedy and the sole liability of Kawasaki. KAWASAKI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, LOSS OF USE OF THE PRODUCT, EXPENSE OF RETURNING THE PRODUCT TO AN AUTHORIZED KAWASAKI DEALER, PERSONAL INJURY OR DAMAGES TO PROPERTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

EXCLUSIONS-ITEMS NOT COVERED

- Failures which are not due to a defect in material or factory workmanship.
- Rental product and product engaged in racing or competition.
- Repair or replacement required as a result of (i) accident or collision (ii) misuse, abuse or neglect (iii) lack of reasonable and proper maintenance (iv) repairs improperly performed or replacement parts improperly installed (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely effect performance and/or durability; (vi) alterations or modifications not recommended or approved in writing by Kawasaki (vii) wear and deterioration (including loss of engine compression) occasioned by the use of the product.
- Regular maintenance service, adjustments or replacement of expendable maintenance items as outlined in the Owner's Manual, but not limited to: filters, spark plugs, brake shoes/pads, impellers and intake grilles, mats and bumpers.
- Damage resulting from use of non recommended lubricant and coolant or the lack thereof.
- Belts, tires, cables, chains, sprockets, batteries, bulbs, audio equipment, accessories, cosmetic appearance, gel coat stress cracks, watercrafts hulls and handlepoles.
- Damage as a result of sand, water, rust and/or rocks.
- Damage as a result of excess load including occupants and/or cargo; tow loads in excess of maximum weights as specified in the Owner's Manual
- Deterioration from the elements

KAWASAKI LIMITED WARRANTY MOTORCYCLE

Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California (hereinafter "Kawasaki") warrants for a period of twelve (12) months from the date of initial retail purchase from an authorized Kawasaki motorcycle dealer that each new 1983 and subsequent model year Kawasaki motorcycle shall be free, under normal use and maintenance, from any defect in material and workmanship subject to the following conditions, exclusions, obligations and limitations:

- 1. EXCLUSIONS.** The following are specifically excluded from the terms and provisions of this warranty:
 - (a) All off-road and competition designated model Kawasaki motorcycles.
 - (b) Any Kawasaki motorcycle engaged in competitive racing or related use.
 - (c) Any Kawasaki motorcycle utilized for rental purposes.

- 2. COVERAGE.** Any material or workmanship found to be defective by Kawasaki within the twelve (12) month warranty term shall be remedied without charge for parts or labor at any authorized Kawasaki motorcycle dealer located within the United States of America.

Under certain conditions Kawasaki may authorize certain service work to be performed by authorized Kawasaki dealers after the expiration of the warranty term. Contact any authorized Kawasaki dealer for further information that may be applicable to your product.

- 3. OWNER'S OBLIGATIONS.** The following obligations must be fulfilled by owner to maintain the validity of the Kawasaki warranty:
 - (a) Owner must deliver the motorcycle to an authorized Kawasaki motorcycle dealer or equally qualified service facility for inspection, maintenance services and adjustments according to the Periodic Maintenance chart contained in the owner's manual. The inspection, maintenance services and adjustments are to be performed at owner's expense.
 - (b) Owner must present a copy of the Warranty Registration Card or other proof of initial retail purchase date to an authorized Kawasaki motorcycle dealer at the time warranty repairs are performed on the motorcycle.

- 4. LIMITATIONS.** This warranty shall not apply to or include any of the following:
 - (a) Repair or replacement required as a result of (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability, (vi) alterations or modifications not recommended or approved in writing by Kawasaki, and/or (vii) wear and deterioration occasioned by the use of the motorcycle.
 - (b) Routine maintenance services and adjustments.

- 5. LIMITED LIABILITY.**
 - (a) The liability of Kawasaki under the twelve (12) month warranty is limited solely to the remedying of defects in materials or workmanship by an authorized Kawasaki motorcycle dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the motorcycle or transportation of the motorcycle to or from the Kawasaki dealer. KAWASAKI SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE KAWASAKI MOTORCYCLE FOR ANY PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
 - (b) NO EXPRESS WARRANTY IS GIVEN BY KAWASAKI WITH RESPECT TO THE KAWASAKI MOTORCYCLE EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE TWELVE (12) MONTH WARRANTY TERM SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
 - (c) No dealer is authorized to modify this Kawasaki Limited Motorcycle Warranty.

- 6. LEGAL RIGHTS.** THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

KAWASAKI LIMITED WARRANTY NOISE EMISSIONS

Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, CA 92618 warrants that this vehicle was designed, manufactured and equipped so that when new, it would conform with applicable Motorcycle Noise Regulations of the U.S. Environmental Protection Agency.

This warranty is not limited to any particular part, component or system of the vehicle. Defects in the design, assembly, or any part, component or system of the vehicle which, at the time of sale to the first purchaser, caused noise emission levels to exceed applicable Federal standards in effect at the time of manufacture, are covered by this warranty.