

WARRANTY

LIMITED WARRANTY

POLARIS Sales Inc., 2100 Highway 55, Medina, MN 55340, gives a TWO-YEAR, 8,000-MILE (12,900-km) or 750-HOUR, whichever comes first, LIMITED WARRANTY on all components (except batteries) of your GEM vehicle against defects in material or workmanship. Mileage is unlimited for the first 6 months of the vehicle warranty. Any time after month 6, the vehicle warranty expires at 8,000 miles (12,900 km), at 750 hours or at the end of the two-year period, whichever comes first. This warranty covers the parts and labor charges for repair or replacement of defective parts and begins on the date of purchase by the original retail purchaser. This warranty is transferable to another consumer during the warranty period through a GEM dealer, but any such transfer will not extend the original term of either warranty. The duration of this warranty and/or the battery warranty may vary by international region based upon local laws and regulations.

BATTERY COVERAGE

Battery coverage in this Limited Warranty begins on the date of purchase by the original retail purchaser and continues for twenty-four months, 8,000 miles (12,900 km) or 750 hours, whichever comes first. Mileage is unlimited for the first 6 months of the battery warranty. Any time after month 6, the battery warranty expires at 8,000 miles (12,900 km), at 750 hours or at the end of the two-year period, whichever comes first. During this time period, POLARIS warrants your vehicle's batteries against defects in materials or workmanship. After the first six months in service, a defective battery will be replaced on a manufacturer/customer shared basis provided that the warranty limit of 8,000 miles (12,900 km) or 750 hours has not yet occurred. Review the following table for guidelines.

BATTERY COVERAGE

TERM FOR VEHICLES WITH LESS THAN 8,000 MILES (12,900 km) OR 750 HOURS	WARRANTY COVERAGE FOR BATTERIES DEEMED DEFECTIVE BY GEM
Purchase Date - 6th Month of Service	100% of the cost of an approved GEM battery at a GEM dealer
7th - 12th Month of Service	75% of the cost of an approved GEM battery at a GEM dealer
13th - 18th Month of Service	50% of the cost of an approved GEM battery at a GEM dealer
19th - 24th Month of Service	25% of the cost of an approved GEM battery at a GEM dealer

REGISTRATION

At the time of sale, the Warranty Registration Form must be completed by your dealer and submitted to GEM within three days. Upon receipt of this registration, GEM will record the registration for warranty. No verification of registration will be sent to the purchaser as the copy of the Warranty Registration Form will be the warranty entitlement. If you have not signed the original registration and received the customer copy, please contact your dealer immediately. **NO WARRANTY COVERAGE WILL BE ALLOWED UNLESS YOUR VEHICLE IS REGISTERED WITH GEM.** Initial dealer preparation and set-up of your vehicle is very important in ensuring trouble-free operation. Purchasing a machine in the crate or without proper dealer set-up will void your warranty coverage.

LIMITATIONS OF WARRANTIES AND REMEDIES

This POLARIS limited warranty excludes any failures that are not caused by a defect in material or workmanship. **THIS WARRANTY DOES NOT COVER CLAIMS OF DEFECTIVE DESIGN.** This warranty also does not cover acts of God, accidental damage, normal wear and tear, abuse or improper handling. This warranty also does not cover any vehicle, component, or part that has been altered structurally, modified, neglected, improperly maintained, or used for purposes other than for which it was designed, or for any damages which occur during trailer transit or as a result of unauthorized service or the use of unauthorized parts.

This warranty excludes damages or failures resulting from: improper lubrication; corrosion, surface imperfections caused by external stress, heat, cold or contamination; operator error or abuse; improper component alignment, tension, adjustment or altitude compensation; snow, water, dirt or other foreign substance contamination; improper maintenance; modified components; use of aftermarket or unapproved components, accessories, or attachments; unauthorized repairs; or repairs made after the warranty period expires or by an unauthorized repair center.

This warranty excludes damages or failures caused by abuse, accident, fire, explosion, or any other cause other than a defect in materials or workmanship and provides no coverage for consumable components, general wear items, or any parts exposed to friction surfaces, stresses, environmental conditions and/or contamination for which they were not designed or not intended, including but not limited to the following items:

- Wheels and tires
- Suspension components
- Brake components
- Seat components
- Clutches and components
- Steering components
- Batteries
- Light bulbs/Sealed beam lamps
- Painted or otherwise finished surfaces
- Upholstery
- Engine components
- Drive belts
- Hydraulic components and fluids
- Circuit breakers/Fuses
- Electronic components

The battery coverage included in this warranty provides no coverage for:

- Batteries that fail due to lack of battery maintenance, over-charging, under-charging, abuse or neglect
- Batteries that fail due to fire, wreckage, explosion, or freezing
- Broken batteries
- Batteries damaged by defective chargers
- Batteries to which an additive is added
- Batteries which have been improperly stored and allowed to discharge
- Any battery pack with a mixture of code dates or with other manufacturer's products
- Any battery improperly installed or with loose or corroded hardware

This warranty provides no coverage for personal loss or expense, including mileage, transportation costs, hotels, meals, shipping or handling fees, product pick-up or delivery, replacement rentals, loss of product use, loss of profits, or loss of vacation or personal time.

WARRANTY

LIMITATIONS OF WARRANTIES AND REMEDIES

The exclusive remedy for breach of this warranty shall be, at POLARIS' sole option, repair or replacement of any defective materials, or components or products. **THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS WARRANTY. POLARIS SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF EXPRESS OR IMPLIED WARRANTY OR ANY OTHER CONTRACT, NEGLIGENCE, OTHER TORT OR OTHERWISE. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE.**

THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXCLUDED FROM THIS LIMITED WARRANTY. ALL OTHER IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY) ARE LIMITED IN DURATION TO THE ABOVE 2-YEAR, 8,000-MILE OR 750-HOUR WARRANTY PERIOD. POLARIS DISCLAIMS ALL EXPRESS WARRANTIES NOT INCLUDED IN THIS WARRANTY STATEMENT. SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF INCONSISTENT WITH CONTROLLING STATE LAW.

HOW TO OBTAIN WARRANTY SERVICE

If your vehicle requires warranty service, you must take it to a GEM Servicing Dealer. When requesting warranty service you must present your copy of the Warranty Registration Form to the dealer. (THE COST OF TRANSPORTATION TO AND FROM THE DEALER IS YOUR RESPONSIBILITY). POLARIS suggests that you use your original selling dealer; however, you may use any GEM Servicing Dealer to perform warranty service.

In the country where your product was purchased:

Warranty or Service Bulletin repairs must be done by an authorized GEM dealer. If you move or are traveling within the country where your product was purchased, Warranty and Service Bulletin repairs may be requested from any authorized GEM dealer that sells the same line as your product.

Outside the country where your product was purchased:

If you are traveling temporarily outside the country where your product was purchased, you should take your product to an authorized GEM dealer. You must show the dealer photo identification from the country of the selling dealer's authorized location as proof of residence. Upon residence verification, the servicing dealer will be authorized to perform the warranty repair.

If you move:

If you move to another country, be sure to contact POLARIS Customer Assistance and the customs department of the destination country before you move. Product importation rules vary considerably from country to country. You may be required to present documentation of your move to POLARIS in order to continue your warranty coverage. You may also be required to obtain documentation from POLARIS in order to register your product in your new country. You should warranty register your product at a local GEM dealer in your new country immediately after you move to continue your warranty coverage and to ensure that you receive information and notices regarding your vehicle.

If you purchase from a private party:

If you purchase a GEM vehicle from a private party, to be kept and used outside of the country in which the product was originally purchased, all warranty coverage will be denied. You must nonetheless register your product under your name and address with a local GEM dealer in your country to ensure that you receive safety information and notices regarding your product.

Exported Products

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY OR SERVICE BULLETIN COVERAGE ON THIS PRODUCT IF IT IS SOLD OUTSIDE THE COUNTRY OF THE SELLING DEALER'S AUTHORIZED LOCATION. This policy does not apply to products that have received authorization for export from POLARIS. Dealers may not give authorization for export. You should consult an authorized dealer to determine this product's warranty or service coverage if you have any questions. This policy does not apply to products registered to government officials or military personnel on assignment outside the country of the selling dealer's authorized location. This policy does not apply to Safety Bulletins.

Notice

If your product is registered outside of the country where it was purchased and you have not followed the procedure set above, your product will no longer be eligible for warranty or service bulletin coverage of any kind, other than safety bulletins. Products registered to Government officials or military personnel on assignment outside of the country where the product was purchased will continue to be covered by the Limited Warranty.

Please work with your dealer to resolve any warranty issues. Should your dealer require any additional assistance, they will contact the appropriate person at POLARIS.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or in different countries. If any of the above terms are void because of federal, state, local law, all other warranty terms will remain in effect.

GEM Customer Service

Phone: 855-RIDEGEM (855-743-3436)

Web: www.gemcar.com