Kawasaki GTPP Good Times™ Protection Plan

Washington (Non-Motorcycles)

RETAIL PURCHASE DATE			PLAN PURCHASE DATE			PERIOD OF COVERAGE (IN MONTHS) MARK ONE (X)					PLAN EXPIRATION DATE			PLAN COST
MO.	DAY	YEAR	MO.	DAY	YEAR	12	24	36	48	NEW PRODUCTS: COVERAGE BEGINS AFTER THE EXPIRATION OF THE KAWASAKI LIMITED WARRANTY. PRE-OWNED PRODUCTS: COVERAGE BEGINS ON THE PLAN PURCHASE DATE	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 "Plan"). Purchase of this Plan is not required in order to purchase, register or obtain financing for a Product covered by this Plan. **This agreement is not an insurance contract. Obligations of the service contract provider under this contract are backed by the full faith and credit of the service contract provider.**

I. DEFINITIONS

- **"Dealer"** means the service contract seller who sells the service contract to the consumer.
- **"Kawasaki"** means Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California, (949) 770-0400.
- **"Owner"** means the service contract holder who is the purchaser or holder of this Plan.
- **"Plan"** means the Good Times Protection Plan service contract whose terms and conditions are contained herein.
- **"Plan Cost"** means the provider fee paid in consideration by a consumer for this Plan.
- **"Plan Purchase Date"** means the date on which coverage under the Plan becomes effective. For new Products, the Plan Purchase Date is the date following the expiration date of the Kawasaki Limited Warranty. For Pre-Owned Products, the Plan Purchase Date is the date on which coverage is purchased.
- **"Preexisting Condition"** means defects on Pre-Owned Products which were present on the Plan Purchase Date.
- **"Pre-Owned Product"** means a Product previously owned by someone other than Kawasaki, Dealer or Owner.
- **"Product"** means any product manufactured by Kawasaki other than "motor vehicles" subject to registration as defined in RCW 46.16.
- **"Retail Purchase Date"** means the date on which the Product is purchased.

II. COVERAGE

Coverage under the Plan commences the day following the expiration date of the Kawasaki Limited Warranty. During the term of the Plan, any Kawasaki part or component, **EXCEPT FOR THE EXCLUSIONS LISTED BELOW**, found by Kawasaki to be defective in material or factory workmanship 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 Plan term. Parts repaired or replaced under this Plan continue to be covered only for the duration of the Plan.

III. EXCLUSIONS; ITEMS NOT COVERED

1. Failures which are not due to a defect in material or factory workmanship.
2. Rental product and product engaged in racing or competition.
3. 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.
4. 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.
5. Damage caused by parts that have failed due to improper maintenance.
6. Damage resulting from use of non recommended lubricant and coolant or the lack thereof.
7. Belts, tires, cables, chains, sprockets, batteries, bulbs, audio equipment, accessories, cosmetic appearance, gel coat stress cracks, watercrafts hulls and handle poles.
8. Damage as a result of sand, water, rust and/or rocks.
9. 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.
10. Deterioration from the elements.

IV. PROCEDURES TO OBTAIN SERVICE OR TO FILE A CLAIM

For repairs, bring the Product to any Kawasaki dealer during normal business hours. No prior approval is necessary for repair work.

V. TRANSFER RIGHTS

The coverage provided in this plan may be transferred to a subsequent owner before the expiration date without payment of a transfer fee. All maintenance records must remain with the Product for use by the subsequent owner.

VI. CANCELLATION

Owner has a right to return or cancel the Plan for a refund under the terms and conditions specified in this section. The right to cancel the Plan is not transferable and shall apply only to the original purchaser of the Plan. The Plan may only be cancelled if no claims have been filed.

1. The Owner may cancel the Plan by returning the Plan with a written cancellation request to a Dealer: (a) within sixty (60) days of the Retail Purchase Date. If the Plan is canceled within sixty (60) days of the Retail Purchase Date, Kawasaki will refund the full purchase price of the Plan.
2. The Original Purchaser may cancel the Plan after sixty (60) days of the Retail Purchase Date only with proof of theft, total loss or repossession, in which case the refund will be pro-rated based on the unexpired time remaining, less a $25 administration fee.
3. If the Owner is not paid within thirty (30) days of cancellation of the Plan, Kawasaki shall pay an additional ten percent (10%) to the amount of the refund or credit.
4. Kawasaki may cancel the Plan by mailing a written notice to the Owner at least twenty-one (21) days prior to the effective date of cancellation. The notice shall state the effective date of cancellation and the reason for cancellation.

VII. OWNER'S OBLIGATIONS

To maintain coverage, the Owner must operate the Product as outlined in the Owner's Manual. Owner shall adhere to the recommended time and mileage schedule for service inspections, adjustments, replacements and other routine maintenance. Owner is responsible for paying all maintenance costs, including scheduled periodic service costs. Owner shall keep receipts and other records showing that proper maintenance and service have been performed. Owner has a duty to mitigate damage to the Product beyond normal wear and tear. Owner shall follow the Claim Filing Procedures above when filing any claim under this Plan.

VIII. LOSS OF USE; CONSEQUENTIAL DAMAGES; PREEXISTING CONDITIONS

The repair or replacement of defective Kawasaki parts or components shall constitute the Owner'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. The Plan does not cover Preexisting Conditions on Pre-Owned Products unless such Preexisting Conditions were covered under the Kawasaki Limited Warranty and the Plan was purchased before expiration of such warranty.

Form No. 593-10/WA
Effective: 07/01/2009

SAMPLE