

**MANUFACTURER'S LIMITED ENGINE AND POWERTRAIN WARRANTY:
DTV SHREDDER VERSION ONE (196 CC)**

PART I SCOPE OF THE LIMITED WARRANTY

BPG Recreational Inc. (“**BPG**”) warrants each DTV Shredder, Version One (196 cc) (a “**DTV Shredder**”), sold by a BPG Authorized Distributor (as defined below) is, under normal use and maintenance, free from defects in material or workmanship in the **Engine** or **Powertrain** (as defined below) for the period, and under the conditions, of this Limited Warranty, as are described below. This Limited Warranty will become **null and void** if: (1) if the DTV Shredder is used for racing or any other competitive activity (official or unofficial), at any point; and (2) if the DTV Shredder has been altered or modified in any way unless specifically permitted. This Limited Warranty will become null and void even if the misuse described in items (1) and (2) was done by a previous owner.

Except as otherwise specified, all genuine BPG Shredder parts and accessories, installed by a BPG Authorized Distributor (as defined below) at the time of delivery of the DTV Shredder, carry the same warranty as the DTV Shredder.

PART II LIMITATIONS OF LIABILITY

THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

Neither the BPG Authorized Distributor, dealer, reseller or any other person has been authorized to make any affirmation, representation or warranty regarding the DTV Shredder, other than those contained in this Limited Warranty, and if made shall not be enforceable as against BPG.

PART III EXCLUSIONS – NOT WARRANTED

The following are not warranted under any circumstances:

1. Normal wear and tear or exposure to the elements;
2. Routine maintenance, such as, but not limited to, track alignment, brake and clutch adjustment, tightening of nuts, bolts and fittings, engine tune ups and replacement of parts in connection with normal maintenance services including, for example, filters, gaskets, wires, fuses, belts, cables, lubricants, hoses and other such parts susceptible to natural wear and tear in the ordinary operation of the DTV Shredder;
3. Damage caused by failure to provide proper maintenance and/or storage, as described in the DTV Shredder Owner's/Operator's Manual;
4. Damages caused by abuse, misuse or neglect of the DTV Shredder or failure to observe proper break-in, maintenance or operation procedures, as described in the DTV Shredder Owner's/Operator's Manual;
5. Operation of the DTV Shredder with fuels, oils or lubricants which are not suitable for use with the DTV Shredder (See DTV Shredder Owner's/Operator's Manual)
6. Any repairs or replacement required as a result of a collision, accident, neglect, racing, misuse, abuse, submersion in snow or water, snow or water ingestion, theft, vandalism, fire, natural disaster or acts of nature;
7. Any repairs or replacement performed by a person other than an Authorized Distributor or Authorized Service Centre;
8. Any repairs required as a result of prior repairs, modifications or maintenance conducted by any person, using parts or materials not supplied, approved and/or authorized by BPG;
9. Any repairs or replacement required as a result of any alteration, remodelling, or modification of the DTV Shredder, unless such alteration, remodelling or modification is (a) authorized by BPG, (b) implemented by a BPG Authorized Distributor or Service Centre, and (c) conducted with genuine certified accessories and/or parts, approved by BPG;
10. Any repairs or replacement required as a result of any attempt to tamper with, modify, or prevent the operation of DTV Shredder's usage time clock;
11. Any damage to paint and other exterior items due to environmental exposure;
12. Any damage incurred as a result of the improper shipping or transportation from the point of manufacture to the Distributor, from the Distributor to the initial purchaser or any such shipping or transportation done by the owner of the DTV Shredder; and
13. Any other failure to follow the procedures, directions or other requirements of an Owner and/or Operator, as described in the DTV Shredder Owner's/Operator's Manual.

PART IV LIMITED WARRANTY COVERAGE PERIOD

This Limited Warranty will be in effect from (a) the date of purchase of the DTV Shredder to the first retail customer, or (b) the date on which the product is first put into use, whichever occurs first (the “**Effective Date**”), and will come to an end upon the earlier of twelve (12) consecutive months following the Effective Date or 100 Hours of operation (the “**Expiration Date**”).

The repair or replacement of parts under this warranty does not extend the life of this warranty beyond its original Expiration Date.

PART V CONDITIONS REQUIRED FOR WARRANTY COVERAGE

The warranty coverage provided by this Limited Warranty is only available if each of the following conditions has been fulfilled:

- (i) The DTV Shredder must be purchased as new and unused by its first owner from a BPG distributor authorized to distribute the DTV Shredder in the country in which the sale occurred (a “**BPG Authorized Distributor**”);
- (ii) The break-in, maintenance and proper operation procedures described in the BPG Owner’s/Operator’s Manual must be performed in a timely manner. BPG reserves the right to make warranty coverage contingent upon proof of proper adherence to the above-noted break-in, maintenance and operation procedures; and
- (iii) The relevant obligations, as set out below, must be complied with.

PART VI WHAT BPG WILL DO

BPG’s obligations under this Limited Warranty are limited to, at its sole discretion, repairing or replacing parts constituting the **Engine** and/or **Powertrain** of the DTV Shredder which have been found to be defective under normal use, maintenance and service (as set out in the BPG Owner’s/Operator’s Manual).

For the purpose of this Limited Warranty, the **Engine** is defined to include the whole engine block, including engine side covers, crankshaft, piston assembly, cam shaft, valve assembly, carburetor assembly, ignition system, recoil assembly (pull-start) and all bearings, bushings and fasteners utilized therein. For reference, diagrams of the Engine are attached hereto as Appendix “A”.

For the purpose of this Limited Warranty, the **Powertrain** is defined to include the whole transmission assembly, including the primary sheave assembly, the secondary sheave assembly, steering rod, drive shafts and all bearings, bushings, housings, fasteners and belts utilized therein. For reference, diagrams of the Powertrain are attached hereto as Appendix “B”.

This Limited Warranty does not include coverage for the cost of any labour required to effect the replacement. All costs of such labour will be the responsibility of the BPG Authorized Distributor.

PART VII HOW TO OBTAIN WARRANTY COVERAGE

(A) Obligations of the Customer

Upon the appearance of any defect, actual or suspected, the DTV Shredder shall no longer be operated. The defect must be reported to the BPG Authorized Distributor within fourteen (14) days of being discovered. The customer must cooperate with the BPG Authorized Distributor by providing reasonable access to the DTV Shredder in order to assess warranty coverage and effect any repairs or replacements, as required therein. The customer must present to the BPG Authorized Distributor proof of purchase.

(B) Obligations of the BPG Authorized Distributor

Where a customer reports a defect (the “**Reported Defect**”) the BPG Authorized Distributor will use reasonable efforts to determine if the Reported Defect is covered by the terms of this Limited Warranty. Where the BPG Authorized Distributor determines the DTV Shredder should be returned to the BPG Authorized Distributor, any costs incurred therein do not form part of the coverage of this Limited Warranty and shall not be borne by BPG. To obtain coverage pursuant to this Limited Warranty, the BPG Authorized Distributor must report the defect claim to BPG within fourteen (14) days of it becoming aware of the claim and must provide detailed pictures upon BPG’s request, and the actual part itself.

Upon receipt of the returned DTV Shredder, the BPG Authorized Distributor shall inspect the returned DTV Shredder to ensure that the return is complete with all parts, packaging and proof of purchase. The BPG Authorized Distributor shall confirm the Reported Defect falls within the terms of this Limited Warranty, the Limited Warranty has not been made null and void (see section one, herein) and that the type of defect, cause of the defect, or remedy required is not excluded from warranty coverage (see section 3, herein). Where possible, the BPG Authorized Distributor shall repair or replace the defective parts locally and shall keep a reasonable amount of inventory on hand. Where such local repair or replacement is not possible, the BPG Authorized Distributor must request a Return Merchandise Number (a “**RMA Number**”) by delivering to BPG a Defect Report outlining the nature of the defect and the grounds on which the Limited Warranty is applicable (the “**Defect Report**”). Where BPG, in its sole discretion (more fully described below) issues a RMA Number, the BPG Authorized Distributor shall, within ten (10) days of receiving the RMA Number, deliver to BPG a Return Authorization Form (a “**RMA Form**”), along with the DTV Shredder being returned, the VIN number thereof, proof of purchase, the date on which the DTV Shredder was received by the BPG Authorized Distributor from the Customer and pre-payment for shipping costs. BPG shall not be responsible for the costs incurred to ship the returned DTV Shredder to BPG.

(C) Obligations of BPG

Upon receipt of the Defect Report, BPG in its sole discretion will determine if the Reported Defect is a defect in material or workmanship. Where BPG determines the Reported Defect to be one of material or workmanship, BPG will issue an RMA Number and RMA Form to facilitate the return of the DTV Shredder to BPG. Upon receipt by BPG of the returned DTV Shredder along with the RMA Form and required documentation, BPG will determine, in its sole discretion, if the Reported Defect is covered by this Limited Warranty. If the Reported Defect is

determined, in BPG's sole discretion, to be covered by this Limited Warranty, BPG will repair or replace the defective part and return the DTV Shredder to the BPG Authorized Distributor. The cost of the repair or replacement, as well as the cost to return the DTV Shredder to the BPG Authorized distributor will be borne by BPG. The cost of any labour required to effect the repair or replacement will be borne by the BPG Authorized Distributor.

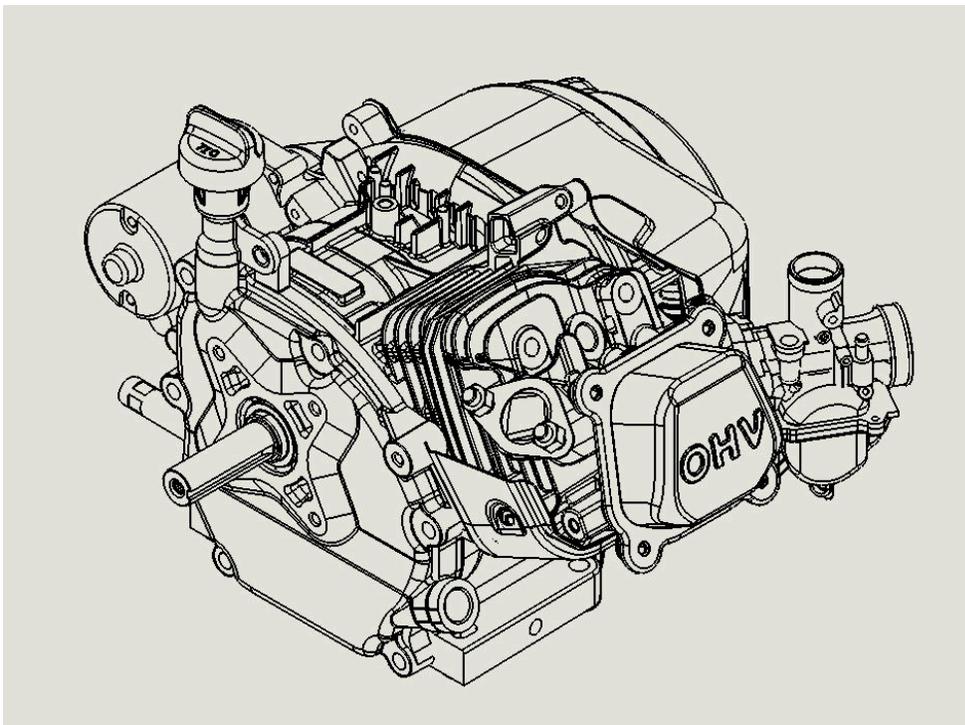
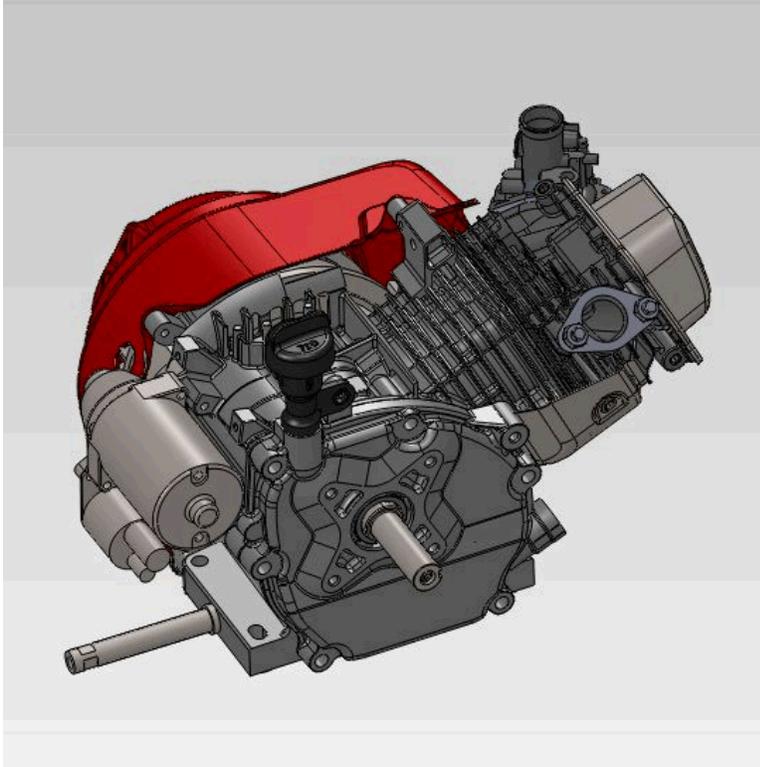
Should it be determined that the reported defect is not covered by this Limited Warranty, BPG will advise the BPG Authorized Distributor that the Limited Warranty claim has been denied and will return the parts and/or DTV Shredder to the BPG Authorized Distributor. The BPG Authorized Distributor or Customer shall be required to pay a \$250.00 (US) inspection and handling fee, along with the costs of returning the parts and/or DTV Shredder to the BPG Authorized Distributor including, but not limited to, freight. The BPG Authorized Distributor may request BPG provide a quotation to conduct the repair, without coverage by this Limited Warranty.

PART VIII NOTICE TO THE CUSTOMER

For further information regarding this Limited Warranty, coverage issues or the RMA process, please contact customer support by email at techsupport@bpgwerks.com

APPENDIX "A"

Engine Diagrams:



APPENDIX "B"

Powertrain Diagrams:

