

WARRANTY BOOKLET



X-CAPE

VEHICLE DESIGNED IN ITALY, PRODUCED AND ASSEMBLED IN CHINA

Dear Customer,

- We are particularly pleased with your excellent choice, in preferring a Moto Morini S.r.l. product.
- By taking possession of a Moto Morini, you have purchased not only a motorcycle of excellent quality, but also an advanced service and assistance program.
- For the safety, reliability and performance of your motorcycle, we recommend that you consult and follow the instructions in the use and maintenance manual.
- We also recommend that you have the ordinary and extraordinary maintenance operations and all technical interventions carried out exclusively by authorized Moto Morini operators.
- This booklet allows you to take note of the pre-delivery checks and interventions, the general warranty conditions, the maintenance program and the scheduled service.
- For the safety and perfect functioning of the motorcycle, only use ORIGINAL MOTO MORINI SPARE PARTS.

GENERAL WARRANTY CONDITIONS FOR CONSUMERS - E.U. -

Consumer rights

- Moto Morini S.r.l. with headquarters in Via Beri, 24 - 27020 Trivulzio (PV) - Italy, guarantees all the new motorcycles for a period of thirty-six (36) months (without mileage limits) from defects which are ascertained and recognized by the company. The warranty term starts from the product's delivery.
- Should there be a defective product the consumer has the right to have it repaired or replaced free of charge.
- Defective parts replaced under warranty remain at the disposal of Moto Morini S.r.l.
- New replaced or repaired parts are covered by 2 year warranty period.
- These "general warranty conditions", are without prejudice to the mandatory rights recognized to the consumer by the national legislation transposing Directive 99/44 EC.
- The warranty obligation is extended to motorcycle components, not produced directly by Moto Morini S.r.l., except for consumable components;
- Normal wear and tear of the product or its components (or that given by the particular or extraordinary conditions to which the consumer subjects it) is not covered by warranty.

IMPORTANT! Each Moto Morini service center ("Moto Morini Service") is obliged to carry out free interventions, under warranty, to this end warranty booklet has to be duly completed in its entirety, including the certification of the pre-delivery checks. Otherwise, the intervention will be carried out for a fee by the consumer (previously notified), without prejudice to the right of the same to claim from the person responsible for the delivery of the motorcycle.

What can consumers claim according to directive 99/44 EC and its subsequent modifications?

In case of a faulty product as said in the general warranty conditions of above, the consumer has the right to ask any of the following without any charge (for postage, labor, material, etc.):

- Repair the product;
- Replace the product;
- Reduce the price;
- Cancel the contract and have a reimbursement (in most countries, the sales contract cannot be cancelled if the fault is minor, e.g. scratch on a CD case).

Repair or replacement

In most countries there is a "hierarchy of remedies".

This means that the customer must firstly request the product to be repaired, or replaced if repair is not a viable option (e.g. too expensive).

The consumer must do this within a reasonable time (as provided by law - terms may be different according to national or local law provisions on the topic) and the remedies must be without significant inconvenience for your customer.

Price reduction or full refund

Another option the customer has, is to ask a price reduction or a full refund, but only if repair or replacement:

- Is not possible;
- Would be too expensive, given the nature of the product/defect;
- Would be very inconvenient for the customer;
- Cannot be completed within a reasonable time.

The determination of the "reasonable term" and the "significant inconvenience" have to be established in relation to the "nature of the good" and the "purpose for which it was purchased". The determination of the 'reasonable time limit' and the 'significant inconvenience' should therefore be made with reference to the product sector to which the goods belong and the ordinary terms for such sectors also taking in consideration the checks which necessarily have to be carried out to verify the product's faultiness.

All the said remedies are to be asked to the seller of the product.

WARRANTY EXCLUSIONS

The warranty does not extend:

- 1) To motorcycles used in competitions of any kind.
- 2) In case of late reporting of the defect.
- 3) In the event that fuels, lubricants and liquids not provided for by Moto Morini S.r.l.
- 4) To wear parts following normal operation such as: belts, controls hoses, spark plugs, batteries, tires; brake pads, clutch discs, secondary transmission components: pinion, crown, chain, etc...
- 5) To the material replaced in periodic maintenance such as: oil, filters, candles etc...
- 6) To parts damaged by oxidation or atmospheric agents.
- 7) Defects of which the consumer was aware, at the time of stipulation of the sales contract (which must be appropriately highlighted by the delivery manager).
- 8) To motorcycles repaired in workshops not belonging to the network of authorized Moto Morini operators (whether this is the cause or the con-cause of the problem, it may be also considered product alteration under certain conditions).
- 9) To motorcycles with NON ORIGINAL OR NOT APPROVED spare parts (whether this is the cause or the con-cause of the problem, it may be also considered product alteration under certain conditions).
- 10) In case the consumer was actually aware of the defect or could not ignore it by resorting to ordinary care.
- 11) The defect or fault depends on instructions or materials provided by the consumer.

IMPORTANT! The warranty does not include damage of any kind, generated by the use of accessories not provided for the specific product, not approved and in any case not compatible with the structural characteristics of the motorcycle or not installed according to the technical specifications of each individual manufacturer of the accessory itself. or Moto Morini S.r.l. (example: windshield, luggage rack, top case, side bags, fairings, groups additional optics, etc...), as well as damage deriving from or consequent to road accidents, improper use, overloads and incorrect or lack of ordinary and extraordinary maintenance as provided by the owner's manual or normal for the type of product purchased and its specific use.

CONSUMER TASKS

The consumer must:

- 1) Comply with the instructions and fulfilments provided in the owner's manual.
- 2) Respect the scheduled maintenance plan and the operations reported therein at the authorized Moto Morini workshops.
- 3) Inform any new buyer of the motorcycle he owns, to notify Moto Morini S.r.l. the change of ownership, using the appropriate form contained in this booklet. The warranty booklet and the owner's manual must also be handed over to the new owner. They are important documents for the safe use of the motorcycle and therefore they always have to accompany the motorcycle.
- 4) Comply with the points mentioned above, in order not to invalidate the right of warranty offered by Moto Morini S.r.l.
- 5) The warranty right also lapses when the vehicle has not been kept in an acceptable state of cleanliness and away from chemicals in accordance with the cleaning instructions contained in the Use and Maintenance Manual.

TASKS OF THE DELIVERY MANAGER

The delivery manager must:

At the same time as the sale, registration and delivery of the motorcycle, send Moto Morini S.r.l. via Beri, 24 27020 Trivolzio (PV) - Italy -, the warranty and pre-delivery form, contained in this booklet, duly completed with the handwritten signatures (in original) of the person in charge of the delivery and of the customer. On the back of the form in question, apply the labels showing the barcodes of the motorcycle and engine in the appropriate space.



FINAL NOTICES

Moto Morini S.r.l. does not grant any compensation to the consumer, nor any extension of the guarantee for any defects or delays in repairs or replacements entrusted to authorized operators.

Any subsequent owners of the motorcycle will benefit from the general warranty conditions, until the expiry of thirty-six (36) months from the date of its activation.

Moto Morini S.r.l. reserves the right to make changes and improvements to any model of its products, without obligation to make such changes on models already on the market.

Should Moto Morini S.r.l. reserves the right to apply the most favorable legislation to it.

WARRANTY REGISTRATION CARD

Customer info

Name :

Identification number:

Address:

Contact details:

Product info

Model:

Engine number:

Frame number:

Purchase date:

PERIODIC INSPECTION RECORD SHEET

Regular maintenance	Actual driving distance	Check date	Special maintenance station	Seal or signature of maintenance technician
1.000 km				
6.000 km				
12.000 km				
18.000 km				
24.000 km				

Regular maintenance	Actual driving distance	Check date	Special maintenance station	Seal or signature of maintenance technician
30.000 km				
36.000 km				
42.000 km				
48.000 km				
54.000 km				



CONTACT FOR ADDRESS CHANGE/OWNER INFORMATION

When the address or owner's information is changed, fill in the change information according to the following format, and send it by mail or fax to the local authorized dealer.

- Address before change Address before change
- Change of owner's information
(please submit the relevant information that proves the owner of the vehicle and the photocopy of vehicle warranty registration certificate)
- Other info

Model :

Purchase date :

Frame No :

Engine number :

Customer Name :

Identification No :

Address :

Contact :

Signature :

Date :

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