

**EVAPORATIVE EMISSION LABELING AND WARRANTY****TSB160-TSC****PREPARED BY:** Bryan King**DATE:** 11 March 2014

**Description of problem:** American Sportworks Full size utility vehicles produced between 2011 and 2014, and equipped with a remote 5 gallon fuel tank were produced using fuel system components individually certified by EPA to meet EPA evaporative emissions requirements. However, American Sportworks, inadvertently, did not apply for an evaporative emissions certification for the equipment, or include an Evaporative Emission Label and Evaporative Warranty Statement with the vehicles. Affected models are as follows:

<b>Model</b>	<b>Engine</b>	<b>Engine Families</b>
TW-11	Honda 390cc	BHNXS.3892AB, CHNXS.3892AB, DHNXS.3892AB, EHNXS.3892AB
TW400	Honda 390cc	BHNXS.3892AB, CHNXS.3892AB, DHNXS.3892AB, EHNXS.3892AB
TW650	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
TW700	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA

**Solution:** Evaporative emissions certificates of conformity applications have been submitted for each of our 2014 models. The certificates should be issued within the next 30days. Once certificates are issued, labels will be applied to subsequently manufactured units. Evaporative Emissions Warranty statements have also been added to our 2014 units and the Evaporative Emission Warranty will be honored for vehicle models identified above and produced within this time period per the attached Warranty Statement for 2 years from the date of this notice, or the date of retail sale, whichever is later. To determine if your vehicle is affected by this TSB, first verify the model of the unit, then check the emission label affixed to the engine to determine if it matches any of the Engine Families listed in the table above.

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# EVAPORATIVE EMISSION WARRANTY STATEMENT

ASW, LLC /dba American Sportworks  
Evaporative Emission Control System Warranty Statement

## YOUR WARRANTY RIGHTS AND OBLIGATIONS

The U.S. Environmental Protection Agency and **ASW, LLC /dba American Sportworks** (hereinafter "AMERICAN SPORTWORKS") are pleased to explain the evaporative emission control system warranty on your 2014 Off-Road Vehicle. New off-road vehicles must be designed, built and equipped to meet U.S. EPA standards. AMERICAN SPORTWORKS must warrant the evaporative emission control system on your vehicle for 24 months, provided that there has been no abuse, neglect or improper maintenance of your vehicle.

Your evaporative emission control system includes parts such as the fuel tank, fuel cap, fuel line and fuel fittings. Where a warrantable condition exists, AMERICAN SPORTWORKS will repair your vehicle at no cost to you, including diagnosis, parts and labor. If an evaporative emission-related part on your vehicle is defective, the part will be repaired or replaced by AMERICAN SPORTWORKS. This is your evaporative emission control system DEFECTS WARRANTY.

**NOTICE!** The exhaust emission control system, on this vehicle is warranted by the engine manufacturer. Reference your engine owner manual for more information related to the exhaust emission warranty.

**NOTICE!** Use of any AMERICAN SPORTWORKS vehicle in any type of competitive event completely and absolutely voids this and all other warranties offered by AMERICAN SPORTWORKS.

## OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. AMERICAN SPORTWORKS recommends that you retain all receipts covering maintenance on your vehicle, but AMERICAN SPORTWORKS cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance. You are responsible for presenting your vehicle to the AMERICAN SPORTWORKS dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. As the vehicle owner, you should be aware that AMERICAN SPORTWORKS may deny your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you use your vehicle in any type of competitive event, this warranty is immediately and completely void. If you have any questions regarding your warranty rights and responsibilities, you should contact ASW, LLC /dba American Sportworks, 4404 Engle Ridge Drive, Fort Wayne, IN 46804 (800-643-7332) or the U.S. Environmental Protection Agency, 2000 Traverwood Drive, Ann Arbor, MI 48105

ASW, LLC /dba American Sportworks  
Limited Warranty on Evaporative Emission Control System

## YOUR WARRANTY RIGHTS AND OBLIGATIONS

AMERICAN SPORTWORKS warrants that each new 2014 off-road vehicle utilizing the ASW Evaporative Emission Components:

**A.** is designed, built and equipped so as to conform at the time of initial retail purchase with all applicable regulations of the United States Environmental Protection Agency, and;

**B.** is free from defects in material and workmanship which cause such vehicle to fail to conform to applicable regulations of the United States Environmental Protection Agency for the periods specified above.

**I.** Coverage. Warranty defects shall be remedied during customary business hours at any authorized AMERICAN SPORTWORKS dealer located within the United States of America in compliance with the Clean Air Act and applicable regulations of the United States Environmental Protection Agency. Any part or parts replaced under this warranty shall become the property of AMERICAN SPORTWORKS.

**II.** Limitations This Evaporative Emission Control System Warranty shall not cover any of the following:

A. Repair or replacement as a result of

(1) accident,

(2) misuse,

(3) repairs improperly performed or replacements improperly installed,

(4) use of replacement parts or accessories not conforming to specifications set forth by AMERICAN SPORTWORKS, which adversely affect performance and/or

(5) use in competitive racing or related events.

**B.** Inspections, replacement of parts and other services and adjustments required for required maintenance.

**C.** Any vehicle equipped with an odometer or hour meter on which the odometer mileage or hour meter reading has been changed so that actual mileage cannot be readily determined.

**III.** Limited Liability

**A.** The liability of AMERICAN SPORTWORKS under this Evaporative Emission Control System Warranty is limited solely to the remedying of defects in material or workmanship by an authorized AMERICAN SPORTWORKS dealer at its place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the vehicle or transportation of the vehicle to or from the AMERICAN SPORTWORKS dealer. AMERICAN SPORTWORKS shall not be liable for any other expenses, loss or damage, whether direct, incidental, consequential or exemplary arising in connection with the sale or use of or inability to use the AMERICAN SPORTWORKS vehicle for any purpose.

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Limited Warranty on Evaporative Emission Control System

Some states do not allow the exclusion or limitation of any incidental or consequential damages, so the above limitations may not apply to you.

**B.** No express evaporative emission control system warranty is given by AMERICAN SPORTWORKS, except as specifically set forth herein. Any evaporative emission control system warranty implied by law, including any warranty of merchantability or fitness for a particular purpose, is limited to the express evaporative emission control system warranty terms stated in this warranty. 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 Limited Evaporative Emission Control System Warranty issued by AMERICAN SPORTWORKS.

**IV. Legal Rights.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**V.** This warranty is in addition to the AMERICAN SPORTWORKS limited vehicle warranty.

**VI.** Additional Information. Any replacement part that is equivalent in performance and durability may be used in the performance of any maintenance or repairs. However, AMERICAN SPORTWORKS is not liable for these parts. The owner is responsible for the performance of all required maintenance. Such maintenance may be performed at a service establishment or by any individual. The warranty period begins on the date the off-road vehicle is delivered to an ultimate purchaser.

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