

CALIFORNIA EVAPORATIVE EMISSION LABELING AND WARRANTY

TSB163

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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 to meet CARB evaporative emissions requirements. However, American Sportworks, inadvertently, did not apply for a separate evaporative emissions certification for the equipment, or include an Evaporative Emission Label and Evaporative Warranty Statement with the vehicles. Affected models are as follows:

Model	Engine	Engine Families
TW400	Honda 390cc	BHNXS.3892AB, CHNXS.3892AB, DHNXS.3892AB, EHNXS.3892AB
LM400	Honda 390cc	BHNXS.3892AB, CHNXS.3892AB, DHNXS.3892AB, EHNXS.3892AB
LM500	Briggs and Stratton 479cc	DBSXS.4792HH, EBSXS.4792HH
LM650	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LM700	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
TW700	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
BD701	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LMC2	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LMC4	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
TWC4	Honda 688cc	EHNXS.6882AA
LM650P	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LM650H	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LMC4P	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA
LMC4H	Subaru 653cc	BFJXS.7202GA, CFJXS.7202GA, DFJXS.7202GA, EFJXS.7202GA

Solution: Evaporative emissions Executive Order applications have been submitted for each of the models listed above. The Executive Orders should be issued within the next 30days. Once these orders are issued, labels will be applied to subsequently manufactured units and Evaporative Emission Warranty statements will be included. California Evaporative Emission Warranties will be honored for vehicle models identified above and produced within the 2011 - 2014 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.

CALIFORNIA EVAPORATIVE EMISSION CONTROL WARRANTY STATEMENT YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and ASW, LLC /dba American Sportworks (hereinafter "AMERICAN SPORTWORKS") are pleased to explain the evaporative emission control system's warranty on your Model Year 2014 off-road vehicle evaporative equipment. In California, new off-road vehicle evaporative equipment must be designed, built, and equipped to meet the State's stringent anti-smog standards. AMERICAN SPORTWORKS must warrant the evaporative emission control system on your off-road vehicle evaporative equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your equipment.

Your evaporative emission control system may include parts such as: carburetors, fuel tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, and other associated components.

Where a warrantable condition exists, AMERICAN SPORTWORKS will repair your off-road vehicle evaporative equipment at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

This evaporative emission control system is warranted for two years. If any evaporative emission-related part on your equipment is defective, the part will be repaired or replaced by AMERICAN SPORTWORKS.

OWNER'S WARRANTY RESPONSIBILITIES

As the off-road vehicle evaporative equipment owner, you are responsible for performance of the required maintenance listed in your owner's manual. AMERICAN SPORTWORKS recommends that you retain all receipts covering maintenance on your off-road vehicle evaporative equipment, but AMERICAN SPORTWORKS cannot deny warranty solely for the lack of receipts.

As the off-road vehicle evaporative equipment owner, you should however be aware that AMERICAN SPORTWORKS may deny you warranty coverage if your off-road vehicle evaporative equipment or a part has failed due to abuse, neglect, or improper maintenance or unapproved modifications. You are responsible for presenting your off-road vehicle evaporative equipment to an AMERICAN SPORTWORKS distribution center or service center as soon as the problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact AMERICAN SPORTWORKS at 1-800-643-7332

GENERAL EVAPORATIVE EMISSIONS WARRANTY COVERAGE

The engine or equipment must be warranted to the ultimate purchaser and any subsequent owner that the evaporative emission control system, when installed, was:

- (1) Designed, built, and equipped so as to conform with all applicable regulations; and
- (2) Free from defects in materials and workmanship that causes the failure of a warranted part for a period of two years.

The warranty on evaporative emissions-related parts will be interpreted as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the written instructions required by subsection (e) must be warranted for the warranty period defined in subsection (b)
- (2) If any such part fails during the period of warranty coverage, it must be repaired or replaced by the manufacturer issuing the warranty according to subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for a time not less than the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the written instructions required by subsection (e) must be warranted for the warranty period defined in subsection (b)
- (2) A statement in such written instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for a time not less than the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the written instructions required by subsection (e) must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by the manufacturer according to subsection (4) below. Any such part repaired or replaced under warranty must be warranted for a time not less than the remainder of the period prior to the first scheduled replacement point for the part.
- (4) Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the owner at a warranty station.
- (5) Notwithstanding the provisions of subsection (4) above, warranty services or repairs must be provided at distribution centers that are franchised to service the subject engines or equipment.
- (6) The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.
- (7) Throughout the evaporative emission control system's warranty period set out in subsection (b)(2), the manufacturer issuing the warranty must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
- (8) Manufacturer-approved replacement parts must be used in the performance of any warranty maintenance or repairs and must be provided, without charge, to the owner. Such use will not reduce the warranty obligations of the manufacturer issuing the warranty.
- (9) The use of any add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. The manufacturer issuing the warranty will not be liable under this Article to warrant failures of warranted parts caused by the use of an add-on or modified part.
- (10) The manufacturer issuing the warranty shall provide any documents that describe that manufacturer's warranty procedures or policies within five working days of request by the Executive Officer.

A copy of the following evaporative emission warranty parts list must be included with each new engine or equipment subject to this Article, using those portions of the list applicable to the engine or equipment.

- (1) Fuel Tank
- (2) Fuel Cap
- (3) Fuel Line
- (4) Fuel Line Fittings
- (5) Clamps
- (6) Control Valves (Roll Over Valve)
- (7) Vapor Hoses
- (8) Carbon Canisters
- (9) Canister Mounting Bracket