

# EZ Kruiser EV Mechanical & Electrical

## Limited Warranty Term And Conditions

### Limited Warranty Term

This Limited Warranty provides coverage as listed herein to the Original Purchaser of an EZ Kruiser EV, as listed on the face of the Limited Warranty Certificate, for a term of one (1) year. The Limited Warranty protection commences on the Date of Purchase at 12:01am and will expire one (1) year from the Date of Purchase at 12:00am / midnight.

### Limited Warranty Coverage

EZ Kruiser EV will pay or reimburse You for Reasonable Costs to Repair or replace any Breakdown of all mechanical or electrical parts or components on Your Golf Cart, except those listed under section EXCLUSIONS & LIMITATIONS. The Dealer will make repairs to the Golf Cart due to a mechanical breakdown of a covered part, subject to the provisions of this Limited Warranty. Ez Kruiser EV and its Authorized Dealers will make all attempts to utilize Factory OEM parts when readily available (expected receipt within 30 days) in the repair or replacement of a covered system component or part that has failed. If the failed component or part is not readily available (expected receipt within 30 days), the Purchaser may elect to utilize the authorized amount of the replacement part toward the cost of an LKQ (like kind and quality) aftermarket, remanufactured, or used part. If a replacement part has become obsolete, discontinued, or is on backorder, EZ Kruiser EV and its Authorized Dealers will provide the authorization for the use of an LKQ (like kind and quality) aftermarket, remanufactured, or used part at the last known retail price for the failed part.

Repair times can be impacted by the availability of replacement parts or other things beyond EZ Kruiser EV and their Authorized Dealers control.

### Limited Warranty Claim Filing Procedures

- A. Contact the EZ Kruiser EV claims center via phone at (877)484-6222 to report any confirmed failures and receive a claim authorization number for the repair and the subsequent payment of any covered parts, systems, components, and labor prior to any repairs being performed.
- B. Return the EZ Kruiser EV to the Selling Dealer it was purchased from when possible.
- C. Authorize and pay the licensed repair facility for any diagnosis or disassembly costs required for the technician to confirm the failure of any parts, components, or systems, in addition to determining the cause of failure(s).
- D. Take photos of the confirmed failures and cause of failure if possible.
- E. Submit the final signed repair order that includes the claims authorization number to the EZ Kruiser EV claims center for payment.

### Limited Warranty Exclusions and Limitations

This Limited Warranty excludes the following conditions, parts, and/or services:

1. Repairs performed without prior authorization from the EZ Kruiser EV claims center.
2. Repair costs covered by any other warranty, insurance policy, or guarantee, regardless of whether the repair costs are authorized and/or paid for by the underlying coverage provider.
3. Damages or failures to include but not limited to those that occur as a result of misuse, commercial usage, livery, physical damage, farm use, acts of God, Mother Nature, acts of terrorism, flying objects, missiles, acts of violence, acts of war, theft, or racing.
4. Failures that occur as a result of improper repair, improper adjustments, repairs performed by an unlicensed individual or facility, modifications of any type, or improper maintenance.
5. Cost of transport of the EZ Kruiser EV to or from a facility for the repair of a failed part, component, or system.
6. Any failure of a covered system component or part caused by a non-covered part.
7. Any repair services performed on the roadside.
8. Cost of services such as but not limited to, adjustments, inspections, alignments, programming, diagnosis, disassembly, or reassembly.
9. Additional costs related to an authorized repair for charges such as, but not limited to environmental fees, storage, car rental, alternate transportation, shop supplies, hotel accommodations, or food spoilage.
10. Additional costs related to an authorized repair for charges such as, but not limited to environmental fees, storage, car rental, alternate transportation, shop supplies, hotel accommodations, or food spoilage.
11. Repair facility hourly labor rates in excess of \$100.00 per hour.
12. Fraudulent representations to obtain this Limited Warranty, an authorization for repair, or payment for repairs.
13. Failures caused by corrosion, contamination, overheating, or continued operation when a known problem exists.
14. Freon, fluids, filters, seals, gaskets, hoses, tubes, fasteners, clamps, shock absorbers, roofs, tires, wheels, batteries, battery management systems, glass, plexiglass, body panels, screws, nuts, bolts, bright metal, trim, upholstery, frame, structural welds, fuses, dash assemblies, windshields, steering wheels, pedals, lighting accessories, light bulbs, horns, fender flares, brush guards, bully bars, baskets, circuit breakers, speakers, friction clutch discs, and pressure plates.

15. Consequential loss, including loss of income, death, or damage or injury to person(s) or private property.
16. Repairs to a unit that has been declared a total loss or as salvage.
17. Repairs to correct water intrusion, air leaks, rattles, squeaks, and/or wind noise.
18. Failures resulting from the transporting of loads in excess of cart capacity, wreckage, modifications of the frame, suspension or wheels, non-factory or selling dealer installed lift kits, or improper usage.
19. Failures occurring from cart operation in or on uneven or rocky surfaces, wooded areas, waterways, mud, snow, sand, ice, construction sites, or any other ungraded or unmaintained surfaces.

#### **Limited Warranty Limit of Liability**

The Limit of Repairs paid over the life of this Limited Warranty will not Exceed \$5,000.00 or the Fair Market Value of the Golf Cart at the time of repair, whichever is less.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE EZ KRUISER EV AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED. LIABILITY LIMITATIONS: IN NO CASE SHALL EZ KRUISER EV BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE OF AN EV FRAME, STRUCTURAL WELDS, OR LITHIUM CHARGING COMPONENTS, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT EZ KRUISER EV WAS APPRISED OF THE FORESEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE EV FAILS TO FULFILL ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND NON-CANCELABLE.

#### **AUTHORITY:**

No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from EZ Kruiser EV.