

# Limited Warranty Terms and Conditions

## Turf, Trail and Commercial Vehicles

1. E-Z-GO, a division of Textron Inc. ("E-Z-GO"), provides that any new E-Z-GO Turf, Trail and Commercial gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than 24 months for the Vehicle Models set forth below (the "Warranty Period"):

<b>TURF</b>	<b>TRAIL</b>	<b>COMMERCIAL</b>
MPT 800 G/E MPT 1000 MPT 1200	ST SPORT 2+2 G/E ST SERIES ST SPECIAL SERIES CLAYS CAR G/E	SHUTTLE SERIES SHUTTLE TE5 SHUTTLE TG5 RXV SHUTTLE 2+2 G/E REFRESHER SERIES

The Warranty Period shall commence on the date of delivery to the Purchaser's location or the date on which the vehicle is placed in Purchaser-requested storage, except as specifically set forth elsewhere in this Limited Warranty. Parts repaired or replaced under this Limited Warranty are warranted for the longer of one (1) year from the date of installation or the length of the part or component Warranty Period. This Limited Warranty applies only to the Original Retail Purchaser or Original Retail Lessee and not to any subsequent purchaser or lessee without the prior written approval of the E-Z-GO Customer Quality Department.

**2. EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- 2.1. Adjustments or repairs made as a result of normal wear and tear to the Vehicle beyond the first one-hundred and eighty (180) days following delivery.
- 2.2. Routine maintenance items, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current.
- 2.3. Damage to a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision.
- 2.4. Damage resulting from installation or use of parts or accessories not approved by E-Z-GO, including but not limited to subsequent failures of the vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by E-Z-GO.
- 2.5. Warranty repairs made by other than an E-Z-GO branch or an authorized and qualified E-Z-GO dealer, distributor or designee. Warranty repairs by other than an E-Z-GO branch or an authorized and qualified E-Z-GO dealer, distributor or designee shall void the Limited Warranty.
- 2.6. Damage or loss resulting from acts of nature, vandalism, theft, war or other events over which E-Z-GO has no control.

**3. REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be

deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

4. **DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.**
5. **LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO 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 IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY 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 VEHICLE FAILS OF 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.**
6. **CLAIMS:** Any legal claim or action arising alleging breach of warranty must be brought within three (3) months from the date the warranty claim arises.
7. **WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.**
8. **VOIDING OF LIMITED WARRANTY:**
  - 8.1. **THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:**
    - 8.1.1. shows indications that routine maintenance was not performed per the Owners Manual, including but not limited to, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
    - 8.1.2. lacks an operating battery charger, uses an unapproved battery charger or uses extension cord with battery charger;
    - 8.1.3. is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
    - 8.1.4. is neglected, abused or otherwise not used in the manner intended;
    - 8.1.5. is in an accident or collision;
    - 8.1.6. shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
    - 8.1.7. shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating; or
    - 8.1.8. is equipped with non-standard tires.
  - 8.2. THIS LIMITED WARRANTY SHALL BE VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO

PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING SYSTEMS, HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES. ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES. NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.

- 8.3 THE WARRANTY FOR A VEHICLES SHALL BE VOIDED IF THE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.
- 9. LEASED VEHICLES:** E-Z-GO RESERVES THE RIGHT TO PERFORM SEMI-ANNUAL VEHICLE INSPECTIONS (DIRECTLY OR THROUGH ASSIGNED E-Z-GO REPRESENTATIVES) ON LEASED VEHICLES THROUGHOUT THE TERM OF THE LEASE.
- 10. DESIGN MODIFICATIONS:** E-Z-GO reserves the right to improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- 11. AUDIT AND INSPECTION RIGHTS: E-Z-GO RESERVES THE RIGHT TO AUDIT AND INSPECT THE PURCHASER'S FACILITY, MAINTENANCE RECORDS AND ITS VEHICLES BY E-Z-GO REPRESENTATIVES PRIOR TO APPROVING A WARRANTY CLAIM. IN ADDITION, E-Z-GO RESERVES THE RIGHT TO CONTRACT WITH A THIRD PARTY TO EVALUATE THE PURCHASER'S STORAGE FACILITIES, FUEL STORAGE TANKS AND/OR BATTERIES. RESULTS AND RECOMMENDATIONS OF THE THIRD PARTY EVALUATION WILL STAND AS THE FINAL DISPOSITION OF THE WARRANTY CLAIM REQUEST.**
- 12.** No E-Z-GO employee or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Quality Department.
- 13. LIMITED BATTERY WARRANTY, CONDITIONS, AND EXCEPTIONS:**
- 13.1. Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Quality Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature based upon BCI (Battery Council International) recommendations.
- 13.2. Electric vehicle storage facilities must provide the following:
- 13.2.1. Ample electrical power to charge all Vehicles and allow the charger to shut off automatically.
- 13.2.2. Battery chargers must each have an independent dedicated 15 amp circuit.
- 13.2.3. Each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle.
- 13.2.4. Five (5) air exchanges per hour in the charging facility.
- 13.2.5. If the facility utilizes an electrical energy management system, the timer must be set to have available twelve (12) hours of electricity for all vehicles with T875, T105 and T1260 batteries and fourteen (14) hours of electricity for all vehicles with T890, T125, T145 and T1275 batteries.
- 13.2.6. One (1) functional charger for each Vehicle with a proper electrical supply as specified in Sections 13.5.2 and 13.5.3.
- 14.** Installation of electrical accessories or electrical energy consuming devices on a gasoline powered Vehicle requires installation of a heavy duty 12V battery and failure to do so may void the Limited Warranty.

- 15.** This Limited Warranty is incorporated by reference into and is governed by the E-Z-GO Terms and Conditions of Sale. In the event of any conflict between this Limited Warranty and the E-Z-GO Terms and Conditions of Sale, this Limited Warranty shall prevail.

**FOR FURTHER INFORMATION, CALL 1-800-774-3946 OR WRITE TO E-Z-GO, A DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER QUALITY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.**