



## WARRANTIES

### Moke America, LLC Limited Warranty for Low Speed Vehicles (LSV)

#### WARRANTY

Moke America, LLC (“MA”) hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations, and exclusions in this limited warranty, that its new vehicle or new component purchased from MA or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by MA, its Authorized Dealers or Distributors, or a service agency provided by MA. For repairs made by qualified technicians, other than MA’s factory technicians or an authorized Dealer or Distributor, MA will provide only the replacement parts or components. If a tow is needed to get the vehicle to repair shop, then customer will be responsible to pay for the tow and will be reimbursed for cost of tow if the problem is covered under warranty.

**IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO MA AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.**

#### TO THE ORIGINAL OWNER ONLY (NON-TRANSFERABLE)

Limited Six Month or 1,500 miles: limit switches, voltage regulators, brake components, wire harness, electrical switches, canopy systems, seats, pedal group assembly, body, all original equipment options and accessories supplied by MA, Electric motor, transaxle assembly, main frame assembly, cab assembly and all remaining components of the vehicle not specified otherwise.

6-volt Battery (sealed) – 1 year or 8000 AMP HOURS

6-volt Battery (lithium) – 1 year or 8000 AMP HOURS

Controller – six (6) month or 7000 AMP HOURS

Battery Charger – six (6) month

#### EXCLUSIONS

Excluded from any MA warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including MA approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any MA warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle,



battery mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, any buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

1. Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers or terminal post, or batteries used in applications for which they were not designed.
5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
6. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual. (Number of operational chargers must equal the number of operational vehicles).
7. Improper charging of a vehicle due to the use of a battery charger model not approved by MA for use with the vehicle or charging with use of an extension cord not approved by MA for use with the vehicle (minimum 12 gauge and maximum 50 feet long).
8. Failed semiconductor parts such as diodes and fuses that are vulnerable to electrical overloads (including lighting) beyond the control of MA.
9. Damaged charger DC cord set with plug, which is a wear item and subject to user abuse.
10. Any misuse of vehicle resulting in rust, deterioration, fading or bubbling of paint or coating.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, MA does not warrant that its vehicle or components such as batteries, speedometer, controller or electrical devices are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, speedometer, controller or electrical devices, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

#### **VOIDING OF WARRANTY**

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY,



INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, CONTROLLER, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE MA SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

#### **SOLE REMEDY**

MA's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at MA's option, of the vehicle or component thereof the MA deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser during the applicable limited warranty period. MA reserves the right to test and recharge any component returned for adjustment. If MA elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of MA.

#### **DISCLAIMER**

THIS LIMITED WARRANTY IS EXCLUSIVE. MA MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MA AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND MA EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER, MA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF MA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through MA at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

#### **NO CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL MA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.



Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

#### **HOW TO MAKE A WARRANTY CLAIM**

To make a warranty claim under this warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of AMP hours (if applicable) to an authorized MA dealer.

For warranty-related communication, contact Warranty Services, Moke America, 209 East 62<sup>nd</sup> Street, New York, NY 10065, USA, (516)946-5144.

#### **WARNING**

Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, can result in severe personal injury or death.