

WARRANTY

LIMITED WARRANTY

THIS VEHICLE HAS NOT BEEN DESIGNED, ENGINEERED, DISTRIBUTED, MANUFACTURED OR RETAILED FOR USE INVOLVING TRICK RIDING, RAMP RIDING, JUMPING, AGGRESSIVE RIDING, RACING, RUNNING WITH LOADS MORE THAN THE ZEV GROSS SPECIFIED, RUNNING IN OR THROUGH WATER, RUNNING IN AND OR THROUGH HEAVILY RUTTED ROADS, OFF OF PAVED OR GRADED ROADS, OR IN SAND, OR MUD, TOWING ANYTHING BUT A ZEV SPECIFICALLY APPROVED TRAILER, OR ANY SIMILAR ACTIVITIES AS THEY WILL DAMAGE THE VEHICLE, POSSIBLY INJURE THE DRIVER, AND WILL IN ALL CASES VOID ALL WARRANTIES.

ANY EVIDENCE OF MODIFICATION OR TAMPERING WITH THE DESIGN AND OR OPERATING PARAMETERS OF ANY COMPONENT WILL IMMEDIATELY VOID ANY WARRANTY.

ANY SUBSTITUTION OF NON ZEV PARTS IN THE DRIVE TRAIN SYSTEM OR ANY PART CONNECTED TO THE DRIVE TRAIN SYSTEM WILL IMMEDIATELY VOID ANY WARRANTY .

ZEV (Z Electric Vehicle Corporation) warrants to each purchaser of a ZEV vehicle, subject to the following limitations, terms and conditions, that the purchased ZEV vehicle when new is free of defective materials and workmanship. Should this vehicle or any part be determined by ZEV to be covered by this warranty, it will be repaired or replaced, at ZEV's sole option, which will be conclusive and binding. ZEV will pay all labor charges connected with the repair or replacement of all parts covered under this limited warranty. Under no circumstances does this limited warranty include the cost of travel or shipment to and or from a dealer. Such costs, if any , shall be borne by the original or subsequent owner.

Subject to the exemptions for specific components as listed below, this limited warranty shall expire on year from the date of the purchase from ZEV or an authorized ZEV dealer. This Warranty is further conditioned upon the ZEV vehicle being properly maintained and operated under normal conditions and useage.

BATTERY: Limited One (1) Year Warranty.

ZEV warrants to the owner of the ZEV vehicle that the batteries provided in the vehicle when new are free of defects. This limited warranty for the battery shall expire one (1) year from the date of the original vehicle sale and is conditioned upon the batteries being properly maintained and operated and charged with a proper ZEV charger.

DRIVE TRAIN: Limited Two (2) Year Warranty

ZEV warrants to the owner of the ZEV vehicle that the drive train in the vehicle when new is free of defects. The drive train for the purpose of this warranty includes the throttle, motor, and motor power wiring harness. This limited warranty for the drive train shall expire two (2) years from the date of the original vehicle sale and is conditioned upon the vehicle being properly maintained and operated under usual and normal conditions.

If a ZEV vehicle fails to function as it was designed, we will examine its condition upon its return to ZEV or a ZEV dealer, identify why it failed and respond in an appropriate manner.

If ZEV determines that there is a defect in the manufacture/ materials/ workmanship, ZEV will repair, or replace that product with the same model or one of equal or greater value at its own expense.

If a problem with the vehicle is determined to be caused by something other than a defect in manufacture/ materials/ workmanship, ZEV will inform you of whether the vehicle can be repaired and the cost to you of having such repair implemented. Upon agreement and payment ZEV will perform the repair.

ITEMS AND OCCURRENCES NOT COVERED UNDER ANY PART OF ANY ZEV WARRANTY UNDER ANY CIRCUMSTANCES

Tires and tubes

Battery damage due to failure to maintain the battery properly

Damage due to accident, misuse, alteration, modification, use in racing or competitions, or use of aftermarket parts.

Damage due to environmental conditions, chemical treatments.

Deterioration to the surface finish, aesthetics or appearance of the product.

Damage due to the lack of maintenance for whatever reason or cause whatsoever.

Items requiring replacement or repair due to routine wear, use, or exposure.

Damage occurring during the shipment of the products which must be presented directly to the shipper

Damage resulting from any cause other than defects in workmanship or materials.

Damage resulting from any other cause including but not limited to lack of technical skill, competence, or experience of the user or owner.

TRANSFER OF WARRANTY

This warrant is transferable by the original owner. The warranty commences on the original date of sale to the original owner. A subsequent owner must present the vehicle along with the original purchase documents for the initial owner that identifies the vehicle by serial number.

PRODUCT LIFE

Every ZEV vehicle has a total useful product life or life cycle. Just what that is will result from the combination of the maintenance and care the vehicle receives over its life, the type of use it receives, the hours of use, and the amount of cycles of a given activity. Non standard use can drastically reduce the useful life of the vehicle. All ZEV vehicles should be checked at least once a year by an authorized ZEV dealer or mechanic for indicators of stress and or potential failure, including cracks, deformation, corrosion, paint , dents, and any other indicators of potential problems, inappropriate use, abuse, or crash damage, or requirement for maintenance. These are important safety checks and required to prevent accidents and injury or damage or a shortened life to the vehicle.

NEW VEHICLE TEST DRIVE AND OR TESTING

Random sample test driving of ZEV vehicles is done post factory assembly at the distribution point to insure that the vehicle functions perfectly when the customer or dealer takes it out of the crate. In all cases this short test drive is done after the odometer is fitted. In all cases, this short test drive will show on the odometer and or as dust on the tires. In addition, random vehicles are run on a rolling chassis test stand which causes mileage to register on the odometer.

RISK RECOGNITION

By purchasing any vehicle or product produced by ZEV the buyer assumes responsibility to ascertain and follow all applicable federal, state, local, and international laws in having, owning, using, or transporting any Zev product. The buyer expressly agrees to indemnify and hold harmless ZEV for all claims resulting directly or indirectly

from the purchase, ownership, transportation, or use of the ZEV item in violation of applicable federal, state, and local laws or regulations.

ZEV is not liable for misuse of any ZEV product purchased either directly from ZEV or from a dealer / distributor.

Driving is an action activity that involves voluntary travel. Since ZEV cannot govern this activity, Purchaser acknowledges that he accepts sole responsibility for the operation of the vehicle, and property damage arising from his maintenance or operation of any ZEV vehicles or components. Purchaser recognizes the hazards and risk involved in the use of the products, assumes all of the risks of the use of the products, and agrees to hold ZEV harmless from, and to reimburse and indemnify it for all liability arising from Purchasers use of said products.

DISCLAIMERS

This limited warranty provides the original and or subsequent owner with certain rights.

All other remedies, obligations, liabilities, rights, warranties, express or implied arising from law or otherwise, including but not limited to, and claimed implied warranty arising from course of performance or dealing or usage of trade and any implied warranty of fitness or warranty of merchantability are disclaimed by ZEV and waived by the original owner as part of the purchase agreement. In the event that any state, or jurisdiction does not allow some or all of the limitations wet forth herein, or exclusion or limitation of incidental or consequential damages, or such provision is found unenforceable, all other provisions shall still apply.

ZEV does not authorize or allow anyone, including its authorized dealers, to extend any other warranties, express or implied for ZEV. No other representations, and no statement of anyone but ZEV, including a demonstration of any kind by anyone shall create any warranty regarding ZEV vehicles. All of the rights and remedies fot he owner are stated herein. ZEV's liability under this warranty shall be no greater than the amount of the original purchase price of the vehicle. In no event shall ZEV be liable for incidental or consequential damages. Should any litigation arise, it is ZEV's option to settle any dispute by demanding the turnover of the vehicle to ZEV and delivering to the purchaser the purchase price of the vehicle.

The Purchaser and Owner of the ZEV vehicle and components recognize and agree to all of the above as part of the consideration and terms of the execution of the original purchase of the vehicle or the purchase of subsequent components. This Warranty is posted on the ZEV website and is utilized as an integral document used in the sale of the vehicles and or provided to the Purchaser as part of the sale process.

Information included in the ZEV catalog, brochure, or website and this warranty are subject to change without notice. Modifications or changes in products, materials, measurements, technical specifications and availability can occur.

SHIPPING DAMAGE

Damage to any part of the vehicle arising from shipping damage is covered by the shipping company. The dealer (or if ZEV) must ship the vehicle with insurance for damage. The customer must make the claim for shipping damage immediately upon receipt to the shipping company. Most shippers will not pay if the claim is older than one day.

RETURN OF PARTS CLAIMED AS DEFECTIVE

ZEV reserves the right to require any part claimed to be damaged or defective to be returned to ZEV for inspection prior to its replacement and where the shipping costs must be paid by the end user/customer.

RECORDS

In order to apply for warranty coverage, the owner must present the original invoice and details of purchase.