## Atlas Carts Vehicle Warranty

Atlas warrants to the original purchaser or lessee, that its new vehicle or new component purchased from Atlas 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 repair labor cost for the items specifically listed below for the periods listed. Such repair labor shall be performed only by Atlas, its Authorized Dealers or Distributors, or a service agency approved by Atlas. For repairs made by qualified technicians other than Atlas factory technicians or an Authorized Dealer or Distributor, Atlas will provide only the replacement parts or components.

### Warranty Time frame

Subsystem/Component	Warranty
Vehicle Main Frame	Lifetime For Material And Workmanship
Suspension: Steering gearbox, steering column, shocks, leaf springs and lifted system parts	Two years
<b>Major Electronics:</b> Solid state speed controller, e-brake, battery charger, solenoid	Two years
Lithium Ion Battery and Battery Management System (BMS)	Five years or 10,000 hours, whichever comes first, retaining a minimum of 70% of its original capacity over that period
Pedal Group: Pedal group mechanical assembly, brake cluster assemblies and cables	Two years
<b>Seat System:</b> Seat metal parts, seat armrests, rear flip seat system & all other parts of seat except cushions	Two years
Electric Powertrain: Electric motor, transaxle and wheel	Two years
Body Group: Beauty panels (including dashboard, front and rear cowl), front and rear underbody, structural assembly module and bumper	Two years
Seat Cushions: Seat bottom and seat backs	One year
All Other Parts and Accessories: safety belt kit, lights, fender flares, limit switches, voltage regulator, F&R switch, windshield, canopy and support structure, side mirrors, center mirror options and accessories supplied by Atlas	One year or,
Wear Items: Tires, fuses, decals, lubricants, floor lining, mats, pads, brake lining pads, bushings and items that deteriorate, fade or fail due to exposure or ordinary wear and tear	No warranty

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SECTION 1

#### **Exclusions**

Excluded from any Atlas 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 Atlas approved or non-approved GPS systems, non-approved alteration, and acts of God. Also excluded from any Atlas warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as engine mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake pads, brushes, solenoids, bushings, drive 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 the following conditions:

- Batteries
  - Tampering with or opening of the battery case.
  - Intentional overcharging or undercharging of a vehicle.
  - Improper charging of a vehicle due to the use of a battery charger model not approved by Atlas for use with the vehicle.
  - Use of energy management systems that do not allow a minimum of 4 hours of charge time to assure proper charging.
  - Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition; 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.
  - A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
  - A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle operator's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
- Operation outside the manufacturer's stated allowable operating temperature of less than -15 degrees Celsius or more than 55 degrees Celsius.
   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 operator's manual.
- Damages caused by improper installation of the component.
- Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of Atlas.
- Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
- · Improper extended storage.

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

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#### Voiding of Warranty

This warranty shall be void if the vehicle or component is damaged, involved in an accident, 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 components, braking system, steering, transaxle, or other operating systems of the cart to cause it to perform outside specifications. The warranty is also void if the vehicle shows indications that reasonable or necessary maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.

#### Sole Remedy

Atlas' liability under this limited warranty shall be the repair or replacement, at Atlas' option, of the vehicle or component that Atlas deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. Atlas reserves the right to test and recharge any component returned for adjustment. If Atlas 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 Atlas.

#### Disclaimer

This limited warranty is exclusive. Atlas makes no other warranty of any kind, expressed or implied. The Purchaser and Atlas agree the sole remedy of the replacement or repair of the defective vehicle or component is the sole remedy of the Purchaser. Atlas makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of Atlas 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 Atlas 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 Atlas 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 limited 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 Atlas dealer. For warranty-related communication, contact:

Atlas Carts
Attn: Warranty Department
111 County Road 214
Liberty Hill, TX 78642