



## ActivEV Limited Warranty Policy – 2025/2026 Model Year – Page 1 of 2

1. This limited, parts only warranty (“Warranty”) applies to the original purchaser of a new, 2025 model year ActivEV electric golf cart (“2025 ActivEV”) purchased from a ActivEV authorized dealer (“Dealer”) only if a completed, executed ActivEV Pre-Delivery Inspection Checklist & Verification Form and Warranty Registration Form for the subject 2025 ActivEV was submitted by the Dealer to ActivEV within fifteen (15) days of the Dealer’s sale of the 2025 ActivEV to the original purchaser.
2. Subject to the exceptions listed in paragraph 5, below, ActivEV warrants to the original purchaser of a 2025 ActivEV purchased from a Dealer that for the following time periods (“the warranty periods”), which begin to run from the date of the Dealer’s first delivery of the new 2025 ActivEV to the original purchaser, part(s) of the 2025 ActivEV with a manufacturing defect (that is, a defect in the materials or workmanship of the part, not in the design of the part) will be replaced by ActivEV at its expense:
  - a. as for the frame and all structure welds of the 2025 ActivEV, the limited, parts only warranty period is two (2) years;
  - b. as for Eco Brand Batteries, the limited, sliding scale parts only warranty period is eight (8) years;
  - c. Lester brand chargers are covered for a period of four years; and
  - d. as for all remaining parts not already mentioned in paragraph 2(a) or 2(b), above, and not otherwise excluded in paragraph 5, below, the warranty period is two (2) years.

Any and all associated labor for warranted part(s), including, for example, the labor to remove a defective part or install a replacement part, is **never** covered by this Warranty.

3. Replacement parts for covered, manufacturing defects under this Warranty will be sent or given to the original purchaser or a Dealer if the Dealer or original purchaser notifies ActivEV that a defect exists with respect to a covered part, and ActivEV determines, as a result of its inspection or investigation and in its discretion, the part has or may have a manufacturing defect.
4. When ActivEV determines a part has or may have a manufacturing defect and will be replaced by ActivEV under this Warranty, Dealer or original purchaser must return the defective part to ActivEV prior to or at the time of replacement unless ActivEV confirms return is unnecessary, in which case Dealer or original purchaser must retain the defective part for one (1) month.
5. This Warranty **does not cover**:
  - a. Any costs or charges involved in transporting the 2025 ActivEV or part to or from any repair facility;
  - b. Any lost revenues to original purchaser due to the defective part(s) or any repair time;
  - c. Damage to any part of the 2025 ActivEV caused by improper use, unauthorized repairs or modifications, attempts to operate the 2025 ActivEV or equipment thereon beyond its rated capacities, or damage caused by lack of proper and reasonable maintenance;
  - d. Any parts, accessories, or equipment furnished or installed by the original purchaser, the Dealer (except as provided for under this warranty document), or any other party;
  - e. Any damage or alleged defect in tires, bulbs, fuses, bearings, brake pads, motor brushes, wiper blades, brake shoes, and/or other wearable parts;
  - f. Wear and tear;
  - f. Any damage to or alleged defect of parts covered by other manufacturer warranties such as radio equipment, chargers, controllers, non-ActivEV branded batteries, etc;



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- g. Loss of use, any rental or replacement golf cart or low speed vehicle charges, or any costs associated with the need for warranty repair;
  - h. Any labor costs or charges incurred as a result of or required to accomplish repairs or replacement of warranted parts (labor warranties are available for an additional charge, at the time of purchase of the 2025 ActivEV from the Dealer, through EWG Warranty Group, a third-party);
  - i. Rust and Paint related issues;
  - j. The motor, if the 2025 ActivEV is used in a rental or taxi style application; and
  - k. Any design defects.
6. The replacement of a covered part determined by ActivEV to have a manufacturing defect is the full extent of ActivEV's obligations under this Warranty. There are no warranties which extend beyond those described herein, and this Warranty is exclusive and is in lieu of all other warranties, whether written, oral, implied or statutory. In no event shall ActivEV be liable for special, consequential, or exemplary damages, for any loss of use of the 2025 ActivEV, or for loss of time or inconvenience to the original purchaser.
7. The warranties provided by ActivEV herein are non-transferrable.
8. As noted above in paragraph 5(f), parts covered by other manufacturer's warranties are not covered by ActivEV under this Warranty. Full terms and disclosures for such other manufacturer-specific limited warranties are available upon request.
9. This Warranty and any claims, defenses, and/or controversies arising out of or in relation to it is governed by and must be enforced in accordance with the law of the State of South Carolina without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction.
10. Any claim, defense, or controversy arising out of or in relation to this Warranty may only be pursued, heard, and resolved in the United States District Court for the District of South Carolina, Charleston Division, or, if federal jurisdiction is lacking, the Court of Common Pleas for Charleston County, South Carolina. No party asserting any claim, defense, or controversy arising out of or in relation to this Warranty may object or challenge either forum or venue, nor may such party assert either of these courts lack personal jurisdiction over him/her/it.
11. If any provision or part thereof of this Warranty is determined to be unlawful or unenforceable, that provision of part thereof shall be deemed stricken or otherwise ineffective only to the extent of such invalidity or unenforceability, and all other provisions of this Warranty shall remain in full force and effect.