

2009 Model Year - Limited Warranty Terms and Conditions

Applicable to 2009 Cushman and Industrial Vehicles

E-Z-GO 2009 Cushman and Industrial Vehicles Warranty	
Industrial	Cushman
E-Z-GO Industrial 800G/E	Cushman STOCK CHASER
E-Z-GO Industrial 1000	Cushman TUG
E-Z-GO Industrial 1200	Cushman MINUTE MISER
E-Z-GO Industrial 640	Cushman HAULSTER – All Models
E-Z-GO Industrial 835	Cushman TITAN – All Models
E-Z-GO Industrial 875 – All Models	

1. E-Z-GO, a Textron Company ("E-Z-GO"), Limited Warranty provides that any new 2009 Industrial Vehicle and/or Battery Charger purchased direct or from an authorized distributor, dealer, or agent shall be free from defects in material or workmanship under normal use and service. This Limited Warranty is for the period of twelve (12) months. This warranty with respect to parts and labour is extended to the Original Retail Purchaser or the Original Retail Lessee from the date of delivery at the customer's location or date in which the cars are placed in customer requested storage. This warranty applies only to the Original Purchaser/Lessee and not to any subsequent purchaser/lessee without written approval from the E-Z-GO Warranty Department.
2. To prevent voiding of the warranty of replaced parts, warranty repairs should be completed by qualified, authorized service personnel from an E-Z-GO dealer.
3. **DISCLAIMER: THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E-Z-GO FURTHER DISCLAIMS ALL LIABILITY UNDER THIS WARRANTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT BE LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM ANY DEFECT IN THE VEHICLE/BATTERY CHARGER, AND DAMAGE FOR LOSS OF TIME, INCONVENIENCE OR ANY ECONOMIC LOSS.**
4. **WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OF THE VEHICLE, THE STABILITY, INCREASES THE SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND THE FACTORY SPECIFICATION, CAN CAUSE PERSONAL INJURY. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGE. E-Z-GO PROHIBITS, AND DISCLAIMS RESPONSIBILITY FOR, ANY SUCH MODIFICATIONS OR ANY OTHER ALTERATION WHICH WOULD ADVERSELY AFFECT THE SAFETY OF THE VEHICLE OR BATTERY CHARGER.**
5. **E-Z-GO DOES NOT ACCEPT LIABILITY ANY PARTS AND ACCESSORIES NOT APPROVED BY E-Z-GO OR ANY SUBSEQUENT FAILURES OF OTHER COMPONENTS DUE TO USAGE OF UNAPPROVED PARTS AND ACCESSORIES.**
6. **VOIDING OF WARRANTY:**
 - 6.1. **THIS WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE OR BATTERY CHARGER IS ABUSED OR OTHERWISE NOT USED IN THE MANNER INTENDED; IS IN AN ACCIDENT OR COLLISION; SHOWS INDICATIONS THAT THE SPEED GOVERNOR WAS ADJUSTED OR MODIFIED PERMITTING THE VEHICLE TO OPERATE BEYOND E-Z-GO SPECIFICATIONS; SHOWS INDICATIONS THAT THE VEHICLE 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, SEATING, STORAGE, INSTALLATION OF NON-STANDARD TYRES, USAGE OF EXTENSION CORDS FOR CHARGERS, LACK OF ADEQUATE NUMBER OF OPERATING CHARGERS, USAGE OF NON-APPROVED CHARGERS, USAGE OF CONTAMINATED WATER FOR BATTERY FILLING, MALFUNCTIONING ELECTRICAL CIRCUITRY, USAGE OF DAMAGED CHARGERS, STEERING OR OTHER SYSTEMS OF THE VEHICLE OR; SHOWS INDICATIONS THAT ROUTINE MAINTENANCE WAS NOT PERFORMED PER THE OWNERS MANUAL, SUCH AS LACK OF CHARGING, BATTERY WATERING, LOOSE BATTERY HOLD DOWNS, PROPER TYRE INFLATION, ROTATION OF FLEET, CORRODED BATTERY CABLES, LOOSE BATTERY TERMINALS, USAGE OF ULEADED PETROL CONTAINING MORE THAN 10% ETHANOL, E85 ETHANOL FUEL, THE USE OF OTHER NON RECOMMENDED FUELS, CONTAMINATED PETROL OR DIESEL FUEL, AND NON RECOMMEND LUBRICANTS.**
 - 6.2. **THIS WARRANTY SHALL BE VOID WITH RESPECT TO ANY DEFECT, DAMAGE, OR ENERGY CONSUMPTION CAUSED BY OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO INCLUDING GPS SYSTEMS, COOLING SYSTEMS, HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ELECTRICAL ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES. ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION/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 BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**

7. **WARRANTY REGISTRATION: IF A WARRANTY REGISTRATION FORM IS NOT COMPLETED ON NON FLEET INSTALLATIONS AND RETURNED TO E-Z-GO AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.**
8. **FOR LEASED VEHICLES, E-Z-GO RESERVES THE RIGHT TO PERFORM SEMI-ANNUAL VEHICLE INSPECTIONS (DIRECTLY OR THROUGH ASSIGNED COMPANY REPRESENTATIVES) FOR THE TERM OF THE LEASE.**
9. **EXCLUSIONS:** Specifically **EXCLUDED** from the E-Z-GO warranty are adjustments/repairs made due to normal wear beyond the first 180 days, routine maintenance items, cosmetic deterioration, and electrical components which are susceptible to fluctuations in current beyond the control of E-Z-GO. Also **EXCLUDED** is damage to a car or component resulting from poor maintenance, neglect, abuse, accident and collision, unreasonable or unintended strain or use, improper installation of non-OEM accessories, installation of parts or accessories:
 - 9.1. This warranty does not apply to damages or losses resulting from acts of nature, war or other events over which E-Z-GO has no control.
 - 9.2. Transportation charges for warranty service are excluded from this warranty.
 - 9.3. The vehicle main frame has a Limited Lifetime warranty to the original purchaser/lessee only, and subsequent registered owners will assume the remaining balance of the four year coverage period based on the original in-service date.
 - 9.4. Any parts repaired/replaced under this warranty shall be warranted for a period of one (1) year or for the remainder of the original warranty whichever is greater. Reference table in paragraph 1.
10. **REMEDY:** The sole remedy under this warranty and the only E-Z-GO obligation in the event of a defect in the vehicle, battery charger, or battery 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 component, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole possession of E-Z-GO.
11. E-Z-GO reserves the right to improve or change the design of any E-Z-GO vehicle or battery charger without being responsible to modify previously manufactured vehicles or battery chargers.
12. E-Z-GO reserves the right to audit the customer's facility, maintenance records, and its cars by Company representatives prior to approving a warranty claim. In addition, E-Z-GO may contract a third party to evaluate the customer's storage facilities, fuel storage tank and/or batteries. **RESULTS AND RECOMMENDATIONS OF THE THIRD PARTY EVALUATION WILL STAND AS THE FINAL DISPOSITION OF THE WARRANTY CLAIM REQUEST.**
13. No agent, employee or representative of E-Z-GO, nor any person, has any authority to bind E-Z-GO beyond the terms of this warranty concerning the goods sold under this warranty, without express written approval from the E-Z-GO Warranty Department. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 3 months from the date the claim arises.
14. **BATTERY WARRANTY, CONDITIONS, AND EXCEPTIONS:**
 - 14.1. For electric vehicles, the warranty for the battery(s) is twelve (12) months.
 - 14.2. Warranty claims for battery replacements require specific testing as outlined by the E-Z-GO Warranty Department prior to replacement. Contact your seller to obtain a copy of the required tests, which must be performed and corrected for temperature based upon BCI (Battery Council International) recommendations.
 - 14.3. Car storage facilities must provide the following:
 - 14.3.1. Ample electrical power to charge all cars and allows the charger to shut off automatically.
 - 14.3.2. Each battery charger must have a dedicated 15 Amp Circuit.
 - 14.3.3. Each charger must be connected to its circuit with a minimum of a NEMA 15-5R three-pin receptacle.
 - 14.3.4. Provide five (5) air exchanges per hour in the charge facility.
 - 14.3.5. If the facility utilizes an electrical energy management system, the timer must be set to make available 12 hours of electricity for all cars with T105 and T1260 batteries (T125, T145, and T1275 requires 14 hours).
 - 14.3.6. One functional charger for each car in the fleet with proper electrical supply as noted in 14.5.2 and 14.5.3.
15. Installation of electrical accessories or electrical energy consuming devices on a petrol or diesel powered vehicle requires installation of a heavy duty 12V battery.
16. Whereas E-Z-GO supplies the accessories, the warranty of the system and battery will fall under the "Factory Installed Accessories" warranty of 12 months.

FOR FURTHER INFORMATION, CALL 1-800-774-3946 OR WRITE TO E-Z-GO. A TEXTRON COMPANY, ATTENTION: E-Z-GO WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906

IN AUSTRALIA, CALL AUGUSTA GOLF CARS PTY/LTD, ON (07) 3807-8895, OR FAX 3807-3899, OR WRITE TO P.O. BOX 6069, YATALA DC, QLD, 4207, ATTN: WARRANTY DEPARTMENT, OR E-MAIL: EZGO@EZGO.COM.AU