

# 2009 Model Year - Limited Warranty Terms and Conditions

## Applicable to Turf Trail and Commercial Vehicles

<b>E-Z-GO 2009 Turf, Trail and Commercial Warranty</b>		
<b>Turf</b>	<b>Trail</b>	<b>Commercial</b>
MPT 800 G/E	ST 4X4	SHUTTLE 2 G/E
MPT 1000	ST SPORT 2+2 G/E	SHUTTLE 4 G/E
MPT 1200	ST SPORT	SHUTTLE 6 G/E
COMMANDER 280 G/E	ST SPORT II	SHUTTLE 2+2 G/E
COMMANDER 2100	ST 350	REFRESHER 1200
COMMANDER 2200	ST 480	BELLHOP 2 G/E
HAULER 800 G/E	ST EXPRESS – All Models	BELLHOP 4 G/E
HAULER 1000	ST CUSTOM	BELLHOP 6 G/E
HAULER 1200	CLAYS CAR G/E	TG5, TE5
	JACOBSEN 3500	5 PASS GC
	JACOBSEN 4800	

1. E-Z-GO, a Textron Company (“E-Z-GO”), Limited Warranty provides that any new 2009 E-Z-GO Turf, Trail, or Commercial vehicle and/or Battery Charger (Commercial or Personal Use Vehicle) purchased or leased from E-Z-GO or an authorized E-Z-GO 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 twenty-four (24) 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 (the “Purchaser”) 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 Branch, distributor, or 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 MODIFICATION OR CHANGE. E-Z-GO PROHIBITS, AND DISCLAIMS RESPONSIBILITY FOR, ANY SUCH MODIFICATIONS OR ANY OTHER ALTERATION WHICH WOULD ADVERSELY AFFECT THE SAFETY OF VEHICLE OR BATTERY CHARGER.**
5. **E-Z-GO DOES NOT ACCEPT LIABILITY FOR ANY PARTS AND ACCESSORIES NOT APPROVED BY E-Z-GO.**
6. **VOIDING OF WARRANTY:**
  - 6.1. THIS WARRANTY SHALL BE VOID 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, STEERING OR OTHER OPERATING SYSTEMS OF THE VEHICLE; OR SHOWS INDICATIONS THAT ROUTINE MAINTENANCE WAS NOT PERFORMED, WHEN AND IN THE MANNER SPECIFIED IN THE E-Z-GO MAINTENANCE MANUAL.
  - 6.2. THIS WARRANTY SHALL BE VOID WITH RESPECT TO ANY DEFECT OR DAMAGE CAUSED BY OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED PER E-Z-GO INSTRUCTIONS - OR, FOR PETROL VEHICLES, THE USE OF NON-RECOMMENDED FUELS AND LUBRICANTS.
  - 6.3. THE WARRANTY FOR ALL CARS IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR WARRANTY CLAIMS CONTAINS FALSE OR MISLEADING INFORMATION.

**7. WARRANTY REGISTRATION:**

**IF A WARRANTY REGISTRATION FORM IS NOT COMPLETED FOR RETAIL OR COMMERCIAL (NON-FLEET) INSTALLATIONS AND RETURNED TO E-Z-GO AT THE TIME OF THE ORIGINAL RETAIL/COMMERCIAL SALE, THE PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.**

**8. BINDING ARBITRATION:**

**ANY CLAIM, DISPUTE, OR CONTROVERSY, (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND E-Z-GO, arising from or relating to this Limited Warranty, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Limited Warranty (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Limited Warranty), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com> or via telephone at 800-474-2371). The arbitration will be limited solely to the dispute or controversy between customer and E-Z-GO, NEITHER CUSTOMER NOR E-Z-GO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. E-Z-GO will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which the customer resides. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for shifting providing by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55404.**

**9. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). THE RESPONSIBILITY OF E-Z-GO FOR PRODUCT MALFUNCTIONS AND DEFECTS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THE LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW SPECIFIC LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.**

**10. E-Z-GO DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST THE PURCHASER FOR DAMAGES. THE LIABILITY OF E-Z-GO WILL BE NO MORE THAN THE AMOUNT PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH E-Z-GO IS RESPONSIBLE. SOME STATES DO NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**11. The Limited Warranty on all E-Z-GO products begins on the date of delivery of the product to the customer, or as of the Invoice, whichever is first. The Limited Warranty period is not extended if E-Z-GO repairs or replaces a warranted product or any parts. E-Z-GO may change the availability of the Company's Limited Warranty, at E-Z-GO's sole discretion, and any changes will NOT be retroactive.**

**12. REMEDIES:**

The sole remedy under this warranty and the only E-Z-GO obligation in the event of a defect in the vehicle/battery charger 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.

12.1. 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.

12.2. 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.

**13. 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. 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.

13.1. 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.

13.2. Transportation charges for warranty service are excluded from this warranty, and all replaced parts shall become the property of E-Z-GO.

13.3. The vehicle main frame has a Limited Lifetime warranty to the original purchaser/lessee only, and subsequent registered owners will assume a four year coverage period based on the original in-service date.

13.4. Any parts repaired/replaced under this warranty shall be warranted for a period of 1 year or for the remainder of the original warranty whichever is greater.

**14. BATTERY WARRANTY, CONDITIONS, AND EXCEPTIONS:**

- 14.1. For electric vehicles, the warranty for the battery(s) is twenty-four (24) months or 18,000 Amp/Hours, whichever comes first, as recorded by the vehicle's controller.
- 14.2. Lack of proper maintenance as outlined in the electric vehicle owners/operators manuals will result in voiding of battery warranty. Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware, improper charging techniques, fleet rotation, breakage, freezing, fire, explosion, wreckage, the addition of chemicals or severe discharge states or subsequent damage as a result of these conditions will void the battery warranty.
- 14.3. 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).
- 14.4. Car storage facilities must provide the following:
  - 14.4.1. Ample electrical power to charge all cars and allows the charger to shut off automatically.
  - 14.4.2. Provide air exchange five (5) times per hour.

**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](mailto:EZGO@EZGO.COM.AU)**