

# HDK PLASTIC FACTORY LTD USA

15830 El Prado road unit D, Chino CA 91708 USA Effective

1/1/2018

## Limited Vehicle Warranty

(Only in U.S A)

**HDK Plastic Factory LTD USA (HDK) Warranty** applies to the original retail registered purchaser only. The item must be purchased directly from Evolution Electric Vehicle, Inc (EEV) or from an authorized EEV Dealer. The item will be free from any defects in material or workmanship. See below for the Warranty Period.

Item	Warranty Period
All EV Product lines	2 years parts and labor
Batteries	1 year
Frame	4 years
8 Passenger, Bus and Bubble Car	1 year
Vehicles used for Rentals or Taxi	6 months

- Warranty Starts from the date of the purchase from an Authorized Dealer (AD) unless otherwise noted below.
  - Warranty covers replacement parts and labor per the Labor Schedule attached.
  - Warranty does not cover normal wear items, ie, tires, brakes.
  - Warranty for rentals or taxis or other excessive use application is limited to six (6) months and must be registered as such.
  - Warranty for the Frame shall be free from defect in materials for four years; frame is defined as chassis, which does not include drive trains, suspension, roof supports, paint and corrosion.
  - This Warranty applies only to EEV AD's, and AD end user sales.
  - If the AD purchased vehicles are not sold or transferred within 6 months from the date of the purchase from EEV, the Limited Warranty will begin from the last day of the third month of the purchase from EEV.
  - This warranty is to original end user only and is not transferable
1. Curtis Electronic, Inc. provides 2-year warranty for installed Controllers. Cracks in the case, or post breakage are not defects and are classified as abuse and neglect and are not under warranty.
  2. Lester Electrical will provide 2-year warranty for installed Chargers

This warranty is effective for 2018 models and up. Any subsequent changes will have a 90-day notice.

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**EXCLUSIONS:** Specifically excluded from **HDK Plastic Factory LTD USA** Limited Warranty are:

- Adjustments/repairs made due to normal wear beyond the first Ninety (90) days. □ Routine maintenance items, cosmetic deterioration, weather deterioration. Electrical
- Components damaged by fluctuations in electric current.
- Repairs made by non-authorized EEV Dealers.
- Damage or loss due to vandalism, theft or Acts of God or other events over which **HDK** has no control.
- Transportation charges.
- Parts replaced due to normal wear including, but not limited to tires, wheel bearings, brake shoes and brake system parts, light bulbs and windshield, painted tops, seat covers.
- This warranty excludes tires, which are warranted by their respective manufacturer.
- Warranty void if unit is equipped with non-standard tires not approved by company.
- Warranty is voided if alterations not approved by EEV are made to any item.
- Parts damaged by lack of due or normal maintenance, ie Trojan battery periodic watering.

**REMEDY:** The sole remedy under this warranty in the event of a defect in the vehicle/battery chargers is that HDK will, at its sole option, repair or replace any defective parts. This remedy precludes all other remedies including any lawsuits, claims or other proceedings alleging strict liability, negligence of contract or any cause of action. **HDK** reserves the right to improve or change the design of any **HDK** vehicle or battery charger without assuming any responsibility to modify previously manufactured vehicles.

**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. **HDK** further disclaims all liability for incidental, exemplary, punitive or consequential damages; to include but not limited to, personal injury or property damage arising from any defect in the HDK vehicle or battery charger.

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No agent, employee or representative of **HDK** or any person has authority to bind **HDK** to any other agreement, representation or warranty concerning the goods sold under this warranty. Some states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation

of incidental or consequential damages, so the above limitations 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.

Products supplied to dealer by EEV are warranted only in accordance with **HDK** written limited warranty to consumers, which is supplied to dealer for distribution to dealer's customers and which may be amended or modified at **HDK**'s discretion.

OTHER THAN THE WARRANTY CONTAINED IN **HDK** WRITTEN WARRANTY OR AS REQUIRED BY LAW, **HDK** DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. **HDK** DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED OR INCURRED BY DEALERS, ITS CUSTOMERS OR ANY THIRD PARTY, except as provided under state law. This warranty expressly excludes all products that Dealer has altered, changed or modified in terms of form, features, function or configuration after said Products are supplied by HDK in their original form.

Dealer shall show customers any applicable **HDK** warranty prior to sale of the Products and will furnish customers a copy of any applicable **HDK** warranty at the time of sale. In any instance where AD does not show the end-user said limited warranty, warranty is available at the **HDK** website. Dealer shall not give, or purport to give any additional or different warranty to customers on behalf of **HDK**, other than the applicable written warranty of **HDK** for the all Products sold.

**WARNING:** Any modification or change to the vehicle or battery charger which alters the weight distribution of the vehicle, its stability, increases the speed, or alters the output of the battery charger beyond the factory specifications can cause personal injury and will void this warranty. Do not make any such modification or any other alteration, which would adversely affect the safety of the vehicle.

**VOIDING OF WARRANTY:** This, and any other warranty, shall be void if: (1) the vehicle or battery charger is abused or otherwise not used in its intended manner; (2) if vehicle is in an accident or collision; (3) it shows indications that the speed setting was adjusted or modified allowing the vehicle to operate beyond specifications, including but not limited to alterations to the braking system, electrical system, steering or other operating systems of vehicle or shows indication that routine maintenance was not performed when and in the manner specified in the **HDK** maintenance and service publications or owner's manual. This warranty shall be void with respect to any defect or damage caused by or as a result of or related to parts or accessories which are not manufactured or authorized by **HDK** or **EEV**, or were not installed per **HDK** or **EEV** instructions, or were covered by another manufacturer warranty, whether expired or not.