

## Venom EV, LLC Electric Vehicle Warranty

August 16, 2023

**We offer a 3-year limited warranty on our carts, a 5-year descending warranty on our batteries, and a 1-year limited warranty on all electronics as described below. Carts must be purchased from an authorized VENOM EV dealer for a valid warranty.**

VENOM EV Carts hereby warrants to the original purchaser on any VENOM EV electric vehicle that the materials and components of a new VENOM EV vehicle will be free from defects in material and workmanship. The period for the warranty is three years from date of purchase for the components, controller, charger, motor, and parts except as listed in the following: the battery has a five-year descending warranty (first three years at 100%, 4<sup>th</sup> year is prorated at 80%, and 5<sup>th</sup> year if prorated at 60%). Speakers and screens have a 1-year warranty. All warranty evaluations/replacements must be performed by a certified technician. This warranty will cover replacement of all manufactured defective parts. The warranty only covers originally factory installed parts and does not cover any aftermarket accessories even if installed by the manufacturer. This warranty does not cover any expenses incurred in transporting the Vehicle to and from VENOM EV or an authorized Dealer, technician, or designee of VENOM EV for warranty service. VENOM EV will offer technical assistance to help evaluate and determine actual issues with said training technicians. The original purchaser must operate the vehicle and maintain the vehicle in accordance with the instructions provided in the owner's manual, the supplements thereto and labels affixed to the vehicle. Additionally, within 10 days of the discovery of the alleged defects the original purchaser must return the product to the original dealer for evaluation of repairs.

General exclusions: this limited warranty does not cover component failure or damage caused by any of the following, abnormal strain or stress, neglect, abuse, improper assembly of components which were supplied in the factory seal carton, improper maintenance, improper use of the vehicle, including but not limited to racing, jumping, stunt driving, or any other use prohibited by the operator's manual. Additionally, this warranty does not cover component failure or damage to vehicles which are leased or rented or vehicles that are used in concession or commercial operations.

Special Exclusions: This limited warranty does not apply to components which are subject to normal wear and tear. These items include but are not limited to the tires, clutch, brakes, throttle cable, drive belt, certain torque converters components, seats, lights, fasteners, decals, or cosmetic body panels.

EXCLUSIONS: Specifically EXCLUDED from this Limited Warranty are include but are not limited to the tires, clutch, brakes, throttle cable, drive belt, certain torque converters components, seats, lights, fasteners, decals, or cosmetic body panels, routine maintenance items, normal wear and tear, cosmetic deterioration, or electrical components damaged as a result of fluctuations in electrical current, damage to or deterioration of a vehicle resulting from inadequate maintenance, neglect, abuse, accident, or collision. Any customization or modification of the vehicle of any sort will void the warranty, and VENOM EV will not be held responsible for any damage caused by customizations or modifications. VENOM EV makes no other warranty of any kind expressed or implied. This warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.

**DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.**

LIABILITY LIMITATIONS: IN NO CASE SHALL VENOM EV BE LIABLE FOR INDIRECT, INCIDENTAL SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS. WHETHER OR NOT VENOM EV WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS THE PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST. AS SUCH, THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

**WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED. OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. VENOM EV DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES, OR SUCH ALTERATIONS THAT WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.**