

# ACG, Inc. Limited One Year Warranty for 2015 Model Year Electric Golf Cart versions (eGC)

## **1. Warranty:**

American Custom Golf Cars, Inc., ("ACG") hereby warrants to the Original Retail Purchaser that its new 2015 Model Year Pure Electric Golf Cart vehicle purchased from ACG or an authorized ACG distributor or ACG dealer shall be free from defects in workmanship and material under normal service and use as a golf cart / community vehicle for a time period of One Year from the Original Retail Purchaser's date of purchase from ACG or an authorized ACG distributor or ACG dealer as listed at [www.californiaroadster.com](http://www.californiaroadster.com), subject to the provisions, limitations and exclusions contained in this Limited Warranty.

## **Limited One Year Warranty**

For a period of One Year from the Original date of purchase from ACG or an authorized ACG distributor or ACG dealer the electric motor, transaxle, electronic speed controller, 48 volt to 12 volt converter, ignition switch, on/off solenoid and forward/reverse solenoids are warranted with respect to parts and labor against defect in material and workmanship.

## **2. Exclusions:**

Excluded from and ACG warranty are fuses, light bulbs, lubricants, trim pieces, seats, routine wear items such as charger plug receptacle, brake shoes, brushes, bushings, engine mounts, mats, pads, shocks, batteries, maintenance adjustments, cosmetic deterioration and items which deteriorate or fail due to ordinary wear and tear. All items that are not specifically listed above are not covered under this warranty. Also excluded from any ACG warranty is damage due to a vehicle or component failure resulting from a cause other than defect, including but not limited to: unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment, overloading, accident, alteration, abuse or neglect. Also excluded from any ACG warranty are any transportation expenses for any warranty services.

## **3. Voiding of Warranty:**

THIS AND ANY OTHER WARRANTY SHALL BE CONSIDERED VOID IF THE VEHICLE IS USED IN AN UNINTENDED MANNER OR IS ABUSED OR SHOWS ANY INDICATION THAT IT WAS ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO: MODIFICATION OF THE POTENTIOMETER, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CART TO PERFORM OUTSIDE ACG SPECIFICATIONS. THE WARRANTY IS ALSO VOID IF THE GOLF CART INVOLVED SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN OWNER'S MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED.

## **4. Sole Remedy:**

ACG's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability, or otherwise, shall be the repair or replacement at ACG's option, of the vehicle or component thereof that ACG deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new or factory reconditioned vehicle or covered component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a covered defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. If ACG elects to repair the vehicle it may provide factory-reconditioned parts or components. All parts and components replaced under the limited warranty shall become property of ACG.

## **5. How to Make a Warranty Claim:**

To make a warranty claim under this limited warranty, you must present the vehicle or defective component to an authorized ACG distributor or ACG dealer or send the defective component, freight prepaid, to the following:

*Warranty Services*  
**ACG, Inc.**  
15740 El Prado Rd.  
Chino, CA 91710  
USA

## 6. Disclaimer

THIS LIMITED WARRANTY IS EXCLUSIVE. ACG MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITED STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ACG AND EXCLUDED FROM THIS WARRANTY. ACG MAKES NO WARRANTY OR GUARANTEE OF VEHICLE PERFORMANCE UNDER VARYING TERRAIN INCLUDING BUT NOT LIMITED TO HILLS, SNOW, OR WET AREAS SUCH AS MARSH OR SWAMP LANDS. THE PURCHASER AND ACG EXPRESSLY AGREE THAT THE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. ACG MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR AUTHORIZED DEALER OF ACG HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY. IF ANY PROVISION IN THIS WARRANTY IS HELD BY AN ARBITRATOR OR COURT OF THE COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL NEVERTHELESS CONTINUE IN FULL FORCE WITHOUT BEING IMPAIRED OR INVALIDATED IN ANY WAY.

## 7. No Consequential Damages

IN NO EVENT SHALL ACG BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, AND LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

NOTE: Some States allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions 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.

## 8. Information

For further information contact: **Warranty Services, ACG, Inc. 15740 El Prado Rd. Chino, CA 91710 USA**

## 9. Warning:

Any modification or alteration of any vehicle beyond factory specifications, including those that affect the weight distribution, stability, or speed of the vehicle, can cause serious personal injury or death.

## 10. Warranty Registration

The "**Owner's Manual**" includes a "**Warranty Registration Card**". Your new ACG vehicle comes with a One (1) Year Limited Warranty. The Warranty begins from the date that the vehicle is purchased from an approved ACG Dealer or ACG Distributor of American Custom Golf Cars, Inc. products, provided that the "**Warranty Registration Card**" is received by American Custom Golf Cars, Inc. within 45 Days of the purchase date of the golf cart. If the "**Warranty Registration Card**" is not received within 45 days of purchase date, the Warranty commencement date will be the vehicle production date. Please protect your Warranty and mail your completed "**Warranty Registration Card**" today!

**Thank you and congratulations on your purchase.**

**Be sure to include your email address on your Warranty Registration Card so that we may update you on Owner Exclusives and important Product updates.**

