

ZEUS ELECTRIC GOLF CART WARRANTY AGREEMENT

Customer: _____

Owner: _____

THIS WARRANTY AGREEMENT (the "Agreement") is made effective this ____ day of _____, 2024, by and between **ZEUS Machinery, a corporation formed under the laws of Canada, located in Newmarket, Ontario, and [_____]**, a corporation formed under the laws of [Ontario, Canada].

1. WARRANTY COVERAGE

1.1 The Company warrants that the ZEUS Electric Golf Cart (the "Product") manufactured, sold, and delivered by the Company to the Customer shall be free from material defects in materials and workmanship, conform to applicable specifications, and perform in accordance with the product documentation under normal usage for a period of 12 months from the date of delivery to the Customer.

2. REMEDY

2.1 In the event of a breach of the Warranty, the Company shall, at its sole option and expense, promptly repair or replace the defective Product. Such remedy shall be the Customer's sole and exclusive remedy for any breach of warranty.

3. WARRANTY EXCLUSIONS

3.1 The Warranty does not cover:

- (a) Consumable parts, such as batteries, unless Product damage has occurred due to a defect in materials or workmanship.
- (b) Damage caused by accident, abuse, misuse, fire, liquid contact, or other external causes.
- (c) Damage caused by operating the Product outside the Company's published guidelines.
- (d) Defects caused by normal wear and tear or due to the aging of the Product.

4. CLAIM PROCEDURE

4.1 The Customer must notify the Company in writing within 10 days of the discovery of any claimed defect, specifying the nature of the defect. The Customer must return the alleged defective Product to the Company at its own cost for inspection. The Customer must allow reasonable time for inspection.

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5. DATA PRIVACY

5.1 The Company and the Customer agree to comply with all applicable laws, statutes, and regulations relating to data protection. Both parties shall implement appropriate measures to protect personal data.

6. USAGE LIMITATIONS

6.1 The Customer agrees to use the Product only for its intended purpose as outlined in the product documentation. Any unauthorized modifications or misuse may void the warranty.

7. MAINTENANCE REQUIREMENTS

7.1 The Customer acknowledges the importance of regular maintenance for proper functioning. The Customer agrees to perform routine maintenance as outlined in the product manual.

7.2 The Customer may not perform maintenance on the Product themselves unless authorized by the Company. Verifiable service records must be maintained, and failure to provide documentation will void the warranty.

7.3 To ensure battery longevity of 4 to 5 years, the golf cart must be stored indoors. Batteries should be charged when they go below 80%. When the golf cart is not being used, the battery must be fully charged, and the red button next to the battery should be used to shut them off.

8. AUTHORIZED REPAIRS

8.1 The Customer agrees to seek repairs and maintenance only from authorized service centers. Unauthorized repairs may void the warranty.

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9. LIMITATION OF LIABILITY

9.1 In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Product, including but not limited to loss of profits, business, or data. The Company shall not be liable for injuries sustained while using the Product.

10. MISUSE AND ABUSE

10.1 If the Product is damaged under warranty due to misuse or abuse, a determination will be made by Brock, Braden, or an authorized representative as to whether the warranty remains valid.

11. DISCLAIMER OF IMPLIED WARRANTIES

11.1 Except for the express warranties stated herein, the Company disclaims all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

12. LIMITATION OF REMEDIES

12.1 The remedies provided herein are the sole and exclusive remedies available to the Customer under this Agreement. The Company shall not be liable for incidental or consequential damages.

13. WARRANTY TRANSFERABILITY

13.1 This warranty is non-transferable and applies only to the original purchaser of the Product from the Company.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements relating to the subject matter.

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15. SEVERABILITY

15.1 If any provision of this Agreement is held to be invalid, the remaining provisions shall continue to be enforceable.

16. WAIVER

16.1 Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

17. GOVERNING LAW

17.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Ontario, Canada.

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