

MOTREC INTERNATIONAL INC. LIMITED WARRANTY

FOR VEHICLES PRODUCED AFTER NOVEMBER 1st, 2024



5-YEAR LIMITED WARRANTY ON AC-POWERED PRODUCTS, STOCK CHASERS AND TRAILERS 2-YEAR LIMITED WARRANTY ON DC-POWERED PRODUCTS AND OTHER MOTREC PRODUCTS

Motrec warrants to the original purchaser that its products are free from defects in parts and workmanship.

STARTING DATE OF WARRANTY. The present terms and conditions of the Motrec Limited Warranty apply to new Motrec products only and do not replace any pre-existing warranty. The warranty period is effective from the date the purchaser registers the product, provided it is registered within thirty (30) days of reception and in conformity with Motrec's registration process.

REGISTRATION. IMPORTANT: AS A PURCHASER OF A MOTREC PRODUCT, IT IS IMPORTANT THAT YOUR PRODUCT BE REGISTERED UNDER YOUR NAME AS REQUIRED BY MOTREC'S PRODUCT REGISTRATION PROCEDURE. PLEASE ASK YOUR MOTREC DEALER TO REGISTER YOUR PRODUCT. MOTREC'S LIMITED WARRANTY WILL BECOME EFFECTIVE AT THE TIME OF PRODUCT REGISTRATION. IF YOU FAIL TO REGISTER YOUR PRODUCT WITHIN THE THIRTY (30) DAYS, THE WARRANTY WILL NOT BE APPLICABLE. IF YOU PURCHASED THE PRODUCT DIRECTLY FROM MOTREC AND NOT FROM A MOTREC DEALER, YOU MUST REGISTER YOUR PRODUCT FOLLOWING THE INSTRUCTIONS BELOW (CLAUSE 3) <https://www.motrec.com/registration/>

DEFECTS. Subject to the terms and conditions described below, parts, components or accessories installed on the product by Motrec which fail under normal usage within the warranty period, and that are proven to be defective, will be repaired or replaced without charge for parts or labor unless stated otherwise herein. This is Motrec's sole liability under this Warranty. The warranty excludes items described in (Clause 6). Motrec reserves the right to require that all parts or components claimed to be defective be returned for inspection and verification of defect. The purchaser is responsible for any and all shipping fees of any and all parts or components that it alleges to be defective. In the event the part is still under warranty and confirmed defective after inspection by Motrec, the part return freight would be credited.

WARRANTY SERVICES. All warranty services must be rendered by authorized Motrec distributors and approved in writing by Motrec prior to initiating any repairs or adjustments. Motrec parts must also be used when performing the warranty otherwise the warranty will be voided. All approved warranty services will be paid for based on standard rates established by Motrec. Rather than replace or repair parts or components, Motrec may, at its discretion, replace the product or refund a prorated amount of its purchase price (based on service time, wear and tear) upon return of the defective product.

AUTHORIZATION PROCESS. No product shall be returned to Motrec without its prior authorization. All warranty claims must be disclosed to Motrec or its authorized distributor as soon as the purchaser is aware of a suspected defect or any event susceptible to give rise to a claim under the Motrec Limited Warranty. All claims must be processed through an authorized Motrec distributor using the warranty claim procedure approved by Motrec.

THE ABOVE TERMS AND CONDITIONS REPRESENT THE ONLY REPRESENTATIONS MADE BY MOTREC IN RELATION TO ITS PRODUCTS. MOTREC DOES NOT PROVIDE ANY OTHER PARTICULAR WARRANTY TO THE USER OF ITS PRODUCTS. MOTREC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATION WITH RESPECT TO ANY RESULT, PERFORMANCE OR DURABILITY EXPECTED FROM THE USE OF ANY OF ITS PRODUCTS. MOTREC EXCLUDES AND DECLINES ANY OTHER WARRANTY OF SUITABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WOULD THEY BE PROVIDED BY LAW, BY CONTRACT OR OTHERWISE.

PRODUCT MODIFICATIONS ARE PROHIBITED. Motrec prohibits and disclaims any and all liability for any modification made to the product, including but not limited to, modifications that are susceptible to alter the weight distribution and stability of the product, increase its speed or affect its safety. Such modifications can cause serious personal injury or property damage for which Motrec disclaims and excludes any and all responsibility. It is the purchaser's responsibility to ensure that any technicians servicing the product are properly trained as required by OSHA (Occupational Safety and Health Administration: <https://www.osha.gov/>) and ANSI-B56 (American National Standards Institute: <https://webstore.ansi.org/default.aspx>). Service technicians shall read, understand and follow the instructions in the Motrec Owner's Manual before servicing the product. Only qualified and authorized personnel shall be permitted to maintain, repair, adjust and inspect the product.

TRAINING. It is the purchaser's responsibility to ensure that the driver or any person operating, using, maintaining or handling the product (or its accessories) is properly trained and instructed on the product's safety features and operation, including its stability. Operators shall read, understand and follow the safety and operating instructions in the Motrec Owner's Manual before driving the vehicle. Operators shall not be permitted to operate the product unless a complete and adequate training has been provided by the purchaser. Driving an electrical vehicle constitutes a hazard. The driver is responsible for the control of the product while driving and must always evaluate all unusual or particular situations that he or she may encounter while driving. The driver assumes the inherent hazards related to this activity. Motrec products are designed for off-road use only.

EXCLUSION OF LIABILITY. Motrec disclaims any liability for incidental or consequential damages, including, but not limited to, personal injury or property damage arising from misuse of the product, lack of maintenance or any defect in the vehicle.

MOTREC INTERNATIONAL INC.

LIMITED WARRANTY

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UNDER NO CIRCUMSTANCE WILL MOTREC BE LIABLE FOR ANY DAMAGE, WHETHER DIRECT, INDIRECT OR OTHERWISE, RESULTING FROM THE USE OF ITS PRODUCTS, EVEN IF MOTREC OR ONE OF ITS REPRESENTATIVES WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGE. ANY LIABILITY FOR LATENT DEFECT IS LIMITED TO THE PRICE OF THE PRODUCT.

1. Definitions

“Product”: The complete vehicle manufactured and/or assembled by Motrec, including its parts, components and accessories installed by Motrec. “Purchaser”: The party in whose name the product is originally registered at the time of purchase pursuant to the product registration procedure maintained by Motrec at that time, either: (a) the party to whom Motrec sold the product, if that party purchased the product for its own use, or (b) the customer of a Motrec dealer, who bought the product directly from such dealer.

2. Warranty Period

Your Motrec product using the AC technology is covered by the Motrec Limited Warranty for a period of five (5) years or 5,000 hours of use, whichever comes first. This period of five (5) years starts on the date the product is registered, as mentioned hereinabove. This coverage does not apply to wearable parts, normal use or abusive usage of the product.

Your Motrec stock chaser is covered by the Motrec Limited Warranty for a period of five (5) years or 5,000 hours of use, whichever comes first. This period of five (5) years starts on the date the product is registered, as mentioned hereinabove. This coverage does not apply to wearable parts, normal use or abusive usage of the product.

Your Motrec trailer is covered by the Motrec Limited Warranty for a period of five (5) years. This period of five (5) years starts on the date the product is registered, as mentioned hereinabove. This coverage does not apply to wearable parts, normal use or abusive usage of the product.

Your Motrec product using DC or other technology is covered by the Motrec Limited Warranty for a period of two (2) years or 2,000 hours of use, whichever comes first. This period of two (2) years starts on the date the product is registered, as mentioned hereinabove. This coverage does not apply to wearable parts, normal use or abusive usage of the product.

3. Warranty Registration

The warranty registration must be completed within thirty (30) days of purchase of the product. If registration is not completed within this time, the warranty will be voided. If you purchased the product from a Motrec dealer, please make sure the dealer has completed the registration. If you purchased the product directly from Motrec, please make sure to go to this link (<https://www.motrec.com/registration/>) and register your vehicle. In case of registration problems, please contact your Motrec representative.

4. Maintenance

Motrec requires that scheduled maintenance be performed at the times shown in the Owner’s Manual (Refer to the “Preventive Maintenance Schedule”). If this scheduled maintenance is not done and the product fails as a result of a failure to properly maintain it, repairs will not be covered under any warranty.

5. Warranty will be void if:

- The product has been modified in any manner not approved in writing by Motrec
- The product has been overloaded beyond its rated capacity
- The product’s maximum speed has been increased
- The product’s motor controller parameters have been tampered without Motrec’s authorization
- The product has been used abusively (including, but not limited to: improper use; twisted, bent, misaligned front or rear axles, signs of abusive use)
- The product has been involved in an accident
- The product has been transferred to a second owner without Motrec’s authorization
- The product has been used in extreme environments (including, but not limited to: freezers, high moisture areas, corrosive environments, etc.)
- The product has had its serial number modified or altered
- The product has been repaired with non-Motrec parts without Motrec’s authorization
- The preventive maintenance schedule was not followed as specified in the Motrec Owner’s Manual

6. The following items are not covered by the Motrec limited warranty:

- Batteries, chargers, charging system components, wheels (which may be covered by warranties from manufacturers)
- Internal combustion engines (which may be covered by warranties from manufacturers)
- Wearable parts (lights, bulbs, diodes & fuses, filters & spark plugs, lubricants, tires, wheel bearings, seats, brake pads and shoes)
- Wear and tear resulting from normal use
- Adjustments, including field set-up
- Damage or defects caused by using non-Motrec parts, components or accessories
- Shipping damage, be it caused during travel or loading / unloading procedures
- Shipping, customs and/or brokerage fees for warranty parts
- Towing fees, travel fees for technical support and repair, delays or time spent accessing a customer’s facility, for locating a vehicle, for loading/unloading or for vehicle movement to a work area or to the dealership
- Damages that are the result of an impact, improper or excessive forces applied or improper use of the vehicle

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