

HDK PLASTIC FACTORY LTD USA

15830 El Prado road unit D, Chino CA 91708 USA Effective
1/1/2018 to current

A Product Brand by HDK Plastic Factory LTD USA

Limited Vehicle Warranty

(Only in U.S A)

“**EVolution**” a product brand of **HDK Plastic Factory LTD USA**, warrants to the original retail registered purchaser sold by a duly authorized Evolution Electric Vehicles dealer shall be free from any defects in material or workmanship for two (2) years from the date of Purchase from authorized dealer (this is not applicable to 8-p and larger buses which remain at 1 year warranty) with respect to defective parts and limited labor subject to the terms of this **Limited Warranty**, as follows:

Vehicles	Warranty Period
All EV Product lines	2 years parts and labor
AGM Battery	1 year
Frame	4 years
8 Passenger , Bus and Bubble Car	1 year
Rental, Taxi, Excessive Use Vehicles	6 months

- Warranty Starts from the date of purchasing the vehicle from authorized dealer
 - Warranty covers parts and labor for two (2) years, excluding wear parts such as windshield, tires, brakes and seats
 - Warranty for any rental usage vehicles, taxi or other excessive use application is 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, leaf springs and rear shocks, which does not include drive trains, suspension, roof supports, paint and corrosion.
1. Trojan company will provide warranty for Trojan batteries.
 2. Curtis Electronic, Inc. provide 2-year warranty for Curtis Controller. Cracks in the case, or post breakage are not defects and are classified as abuse and neglect and are not under warranty.
 3. Lester will provide 2-year warranty for Chargers

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

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.

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- Electrical components damaged by fluctuations in electric current.
- Repairs made by non-authorized EV dealer.
- Damage or loss due to vandalism, theft or Acts of God like power surges or other events over which **HDK Plastic Factory LTD USA** has no control.
- Transportation charges and damage incurred on vehicle or charger transportation, field service for warranty is also excluded
- 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

This warranty is to original owner only and is not transferable

REMEDY: The sole remedy under this warranty and **HDK Plastic Factory LTD USA** is the obligation 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 Plastic Factory LTD USA** reserves the right to improve or change the design of any EVOLUTION ELECTRIC VEHICLES 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 Plastic Factory LTD USA** further disclaim 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 EVOLUTION ELECTRIC VEHICLES vehicle or battery charger.

No agent, employee or representative of **HDK Plastic Factory LTD USA** or any person has authority to bind **HDK Plastic Factory LTD USA** 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 EVOLUTION ELECTRIC VEHICLES are warranted only in accordance with **HDK Plastic Factory LTD USA** written warranty to consumers, which is supplied to dealer for distribution to dealer's customers and which may be amended or modified at **HDK Plastic Factory LTD USA** discretion. OTHER THAN THE WARRANTY CONTAINED IN **HDK Plastic Factory LTD USA** WRITTEN WARRANTY OR AS REQUIRED BY LAW, **HDK Plastic Factory LTD USA** DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION,

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THE WARRANTIED OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. **HDK Plastic Factory LTD USA** DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY DEALER, 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 EVOLUTION ELECTRIC VEHICLES in their original form.

Dealer shall show customers any applicable **HDK Plastic Factory LTD USA** warranty prior to sale of the Products and will furnish customers a copy of any applicable **HDK Plastic Factory LTD USA** warranty at the time of sale. Dealer shall not give, or purport to give any additional or different warranty to customers on behalf of **HDK Plastic Factory LTD USA**, other than the applicable written warranty of **HDK Plastic Factory LTD USA** for the Products.

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. Adding a folding rear seat to the car is the only exception that **HDK Plastic Factory LTD USA** agreed cover under this warranty.

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 it 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 EVOLUTION ELECTRIC VEHICLES 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 Plastic Factory LTD USA**, or were not installed per **HDK Plastic Factory LTD USA** instructions, or were covered by another manufacturer warranty, whether expired or not.