



## SC AUTOSPORTS DBA KANDI AMERICA (“KANDI”) PARTS AND LABOR WARRANTY

**Notice:** Any vehicle that has been sold at auction is ineligible for warranty registration and is excluded from the following warranty provisions. Excluded vehicles include any vehicle purchased directly through an auction website, and any previously auctioned vehicle that is purchased through an authorized KANDI dealer or through an unauthorized KANDI product reseller.

Unless otherwise provided for by state law, this warranty does not cover any damage, wear and tear detailed under or incurred as result of any provision listed under the section titled “Warranty Exclusions”.

### KANDI LIMITED WARRANTY

SC AUTOSPORTS DBA KANDI AMERICA (“KANDI”) warrants KANDI utility vehicles (UTVs), golf carts, electric bikes, go karts, and batteries against manufacturing defects in materials and workmanship for a period that starts from the date of the original retail purchase through an authorized dealer.

#### Vehicles

- The warranty period for KANDI utility vehicles (UTVs), golf carts, electric bikes, and go karts is twelve (12) months.

#### Batteries

- The warranty period for AGM batteries in vehicles purchased on or before September 30, 2024, is twenty-four (24) months.
- The warranty period for AGM batteries in vehicles purchased on or after October 01, 2024, is twelve (12) months.
- The warranty period for lithium batteries is thirty-six (36) months.

#### Winches

- The warranty period for a factory-installed winch on a KANDI vehicle is ninety (90) days.

#### Warranty Coverage for Replacement Parts & Vehicles

- **Please note:** Receiving a replacement part or vehicle does not restart or extend the warranty period. Any replacement parts or vehicles provided by KANDI are still subject to the warranty period that starts from the date of the original retail purchase.

#### Warranty Transfer:

The limited warranty provided by KANDI may be transferred by submitting a transfer form to KANDI and paying a transfer fee of \$50.00. The warranty will not be transferred until KANDI receives and approves the warranty transfer form and receives the \$50.00 transfer fee.

**Authorized KANDI Dealer and Service Center Responsibilities:**

- Warranty repairs will not charge for parts and labor.
- Only KANDI OEM new or authorized remanufactured parts will be used.
- The decision to repair or replace said parts is solely at the discretion of KANDI.
- This warranty gives specific legal rights, but warranty terms and rights may vary by state, as some states do not allow limitations on the duration of an implied warranty, and certain warranty terms and rights may be otherwise provided for by state law.
- Any implied warranty of merchantability and fitness for a particular purpose shall be limited to the duration of this written warranty.

**Vehicle Owner Responsibilities:***General Responsibilities:*

- The vehicle owner must properly use, maintain and care for the vehicle, as outlined in the owner's manual for the vehicle.
- The vehicle owner is responsible for cleaning flammable debris from areas on the vehicle that are exposed to heat or friction. Flammable debris includes grass, leaves, and any other debris that could catch fire. If the vehicle is operated in or near flammable debris, the vehicle must be frequently inspected and cleaned to remove the potential hazards.

*Periodic Maintenance:*

- In order for the warranty to remain active, the owner must service and maintain the vehicle according to the Periodic Maintenance Schedule and maintain these records in the vehicle's Periodic Maintenance Record.
- Periodic maintenance and inspections can be performed by authorized KANDI dealers or reputable motorcycle and golf cart repair centers. Such maintenance and inspections are considered regular maintenance that is not covered under this warranty and will be performed at the expense of the vehicle owner.
- KANDI may require the Periodic Maintenance Record in order to process a warranty claim.
- Failure to provide proof of required periodic maintenance upon request may result in denial of warranty coverage.

*Warranty Repairs:*

- Warranty repairs must be performed by an authorized KANDI dealer or service center, or such repairs will not be covered under the terms of this warranty.
- To be covered under this warranty, the vehicle owner must initiate vehicle repair or component replacement during the warranty coverage period. Repairs made to vehicles taken to an authorized dealer or service center for warranty repair after the warranty period has expired are not subject to this warranty and will be repaired at the expense of the vehicle owner.
- Under the terms of this warranty, KANDI will not provide reimbursement for sales tax or any similar legally required fees.
- KANDI products are designed to perform ONLY with genuine KANDI OEM parts and lubricants. If failure or damage occurs during the warranty period that is a result of the use of parts or lubricants that are not genuine KANDI OEM parts and lubricants, warranty coverage will be denied.

**Warranty Exclusions:***Periodic Maintenance:*

- Periodic maintenance service, adjustments, or replacement of expendable service and wear items that are not covered under the terms of this warranty include, but not limited to: filters, brake shoes/pads, bumpers, the replacement of fluids, brake pads, linings and rotor assemblies, clutch components, bearings, bushings, fuses, control cables, drive chain, filters, non-specialized fasteners, light bulbs, tubes and tires, sprockets, batteries, bulbs, audio equipment, accessories, cosmetic appearance, and rubber and rubberlike items such as hand grips, foot rests, control cable shields, lines, and hoses.
- Any damage that results from failure to perform periodic maintenance is not covered.

*Repairs Made Outside a KANDI Authorized Dealership or Service Center:*

- Owner-installed replacement parts are not covered.
- Any damage that results from repair, service, or inspection performed by any person or company other than an authorized KANDI dealership or service center is not covered.
- Any damage that results from repair, adjustment, or maintenance using methods other than those specified by KANDI is not covered.
- Any damage that results from the use of parts, accessories, fuel, lubricants, or fluids that are not KANDI OEM or are not otherwise authorized by KANDI is not covered.

*Improper Use, Handling, or Modification:*

- Any damage that results from continued use of the vehicle or any other aggravating actions taken after a problem or failure has occurred is not covered.
- Any damage, injury, or losses that result from unauthorized modification, adjustment, or disassembly of the vehicle, including but not limited to modification of the vehicle structure or electrical system, or the addition or use of third-party accessories, is not covered.
- Any damage that results from hard driving related to a race, rally, or operation of the vehicle in a location not generally used for driving is not covered.
- Any damage that results from use beyond the limitations specified in the owner's manual, such as overloading the vehicle, or any damage from use under abnormal conditions, is not covered.
- Any damage that results from improper storage or transportation is not covered, to include any damage incurred while the vehicle is being transported on a trailer or towed.

*Normal Deterioration or Acts of God:*

- Any damage that results from the passage of time (natural fading of painted surfaces, plated surfaces, sheet peeling, or other similar deterioration) is not covered.
- Any damage that results from an act of God, fire, collision, theft, and any secondary damage caused by any of these occurrences is not covered.
- Windshields, mirrors, or other glass components, non-permanent attached parts, trim, moldings, upholstery, winch, batteries, and aftermarket accessories are not covered.

*Other Exclusions:*

- Freight charges are not covered.
- Incidental or additional expenses incurred for making any claims, such as those for towing, communications, hotels, and meals, and any other losses are not covered.
- Any damage incurred when the product is used as a rental vehicle or used for commercial purposes is not covered.

- Damage caused by failure to correct a defect about which the customer was notified in writing is not covered.
- Vehicles without a valid bill of sale or without a valid title are not covered under this warranty.
- Inflicting intentional damage to the vehicle in order to make the cause of the defect impossible to determine and any deceptive or fraudulent actions taken in relation to warranty claims will result in the vehicle not being covered under the terms of this warranty.

**This warranty shall be null and void if:**

- The vehicle is used in any competitive events.
- The vehicle has been declared a total loss or sold for salvage purposes.
- The vehicle identification number (VIN) has been altered or cannot be read.
- Any performance accessory or components not supplied or approved by KANDI is installed on or attached to the vehicle, and subsequently alters the original engineering and operating specifications in a manner that results, or may result, in damage to original components.

**Information Required for Warranty Service Requests:**

The following information must be included with any request for warranty service.

*Details of the Defect:*

- A description of the defect and the conditions under which the defect occurred
- Photo or video evidence demonstrating the defect
- Any fault codes or other information related to the defect

*Vehicle Information:*

- The vehicle identification number (VIN)
- Bill of sale
- All vehicle maintenance records