

2009 TOMCAR® TM2 TM4 TM5 Warranty Terms and Conditions

TOMCAR LIMITED WARRANTY

TOMCAR USA, Inc. 1727 E. Deer Valley Road, Phoenix, Arizona 85024 (hereinafter "TOMCAR") warrants to the original owner for a period of six (6) month/1000 miles (private use), three (3) month/500 miles (commercial), whichever comes first, from the date of purchase from an authorized TOMCAR dealer that each new TOMCAR shall be free from any defect in material and workmanship provided vehicle is operated and maintained in accordance with TOMCAR instructions and manuals.

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts at a service facility designated by TOMCAR.

1. WHAT THE OWNER MUST DO TO OBTAIN LIMITED WARRANTY COVERAGE. The following obligations must be fulfilled by the original retail purchaser to maintain the validity of this TOMCAR warranty. Such Owner must: (1) present a copy of the Warranty Registration Card (or other proof of initial retail purchase date issued at the time of purchase) to an authorized TOMCAR dealer at the time warranty repairs are requested to be performed on the vehicle; (2) owner must provide proof of regular/scheduled, services and maintenance records in accordance to TOMCAR recommended service intervals, and (3) must permit all warranty repairs to be performed only by an authorized TOMCAR dealer. This warranty is void if the TOMCAR is not used as instructed in the TOMCAR owner's manual and in a reasonable manner.

2. WHAT IS EXCLUDED FROM THIS LIMITED WARRANTY? The following are specifically excluded from the terms and provisions of this warranty:
 - (a) Any TOMCAR used to carry loads in excess of the maximum vehicle load including occupants and cargo as specified in the owner's manual, or exceeding the GVWR on the manufacturer's certification label;
 - (b) Any TOMCAR used for rental purposes;
 - (c) Any TOMCAR engaged in competitive racing, stunt or related use;
 - (d) Any TOMCAR accessories (which may have their own warranties);
 - (e) Any product, components or parts not original to the TOMCAR;
 - (f) Repair or replacement required as a result of: (i) accident, (ii) misuse or neglect, (iii) lack of reasonable and proper maintenance, (iv) repairs improperly performed or replacements improperly installed, (v) use of replacement parts or accessories not conforming to TOMCAR specifications (vi) **alterations or modifications not recommended or approved in writing by TOMCAR including the tampering or removal of any speed limiting device** (vii) acts of God such as fire, flood and lightening, (viii) normal wear and deterioration occasioned by the use of the vehicle (including, without limitation, repair or replacement of **bulbs, tires, windshield, covers (seat, etc.), paint, belts, hoses, seals, leaks, brake pads, CVT, chains, lubricants, and bushings**) and (ix) any abuse or misuse caused by the operator;
 - (g) Any emission-related part, which malfunctions, fails or is damaged due to alterations and/or modifications such as changing, adding, or removing parts and any failure to properly install, adjust or repair any emission-related part; (see emission warranty specifications in owners manual);
 - (h) Accelerated wear caused by harsh off-road driving conditions, or abuse;
 - (i) Commercial warranty is an internal power train warranty only; any labor charges excluded (Commercial warranty applies only to internal power train parts that are running in oil; labor is not covered);
 - (j) Any TOMCAR purchased outside United States unless approved in writing by TOMCAR;

- (k) Routine maintenance services and adjustments, including but not limited to ball joint play, squeaks, rattles, bushings etc.

3. 2009 MODEL LIMITED LIABILITY.

- (a) The liability of TOMCAR under this twelve (12) month/1000 miles (private use), three (3) month/500 miles (commercial) warranty is limited solely to the remedying of defects in materials or workmanship by an authorized TOMCAR dealer at its normal place of business during customary business hours. This warranty does not cover inconvenience or loss of use of the TOMCAR, or transportation of the TOMCAR, or any person, to or from a TOMCAR dealer. TOMCAR SHALL NOT BE LIABLE FOR ANY OTHER EXPENSE, LOSS OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY ARISING IN CONNECTION WITH THE SALE OR USE OF OR INABILITY TO USE THE TOMCAR FOR ANY PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (b) NO EXPRESS WARRANTY IS GIVEN BY TOMCAR WITH RESPECT TO THE TOMCAR EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE WARRANTY TERMS SET FORTH HEREIN. THE FOREGOING STATEMENTS OF WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE TERM OF AN IMPLIED WARRANTY. THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (c) This TOMCAR limited warranty is the complete and exclusive warranty and superseding all oral or written prior agreements and all other communications between TOMCAR and any other party relating to the subject matter of this warranty, including statements made by dealers and salespersons. No dealer or any agent or employee of TOMCAR, is authorized to modify, extend or enlarge this TOMCAR Limited Warranty.

4. LEGAL RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.