

MANUFACTURER'S LIMITED WARRANTY
W W Series

# Warranty & Customer Support 6

## Manufacturer's Limited Warranty

Whisper Carts, LLC. ("MANUFACTURER") warrants your new W3 Series Personal Electric Cart against defects in material and workmanship for twelve (12) months from the date of purchase, subject to the limitations and exclusions listed below. This Limited Warranty is extended to the original purchaser only and terminates upon transfer of ownership.

## Original Equipment Warranty:

If the manufacturer determines any original part is defective during the warranty period, Whisper Carts LLC. will, at its option, repair or replace the part subject to the restrictions and exclusions in this Limited Warranty. The manufacturer may, at its sole discretion, repair rather than replace a part, provide a factory reconditioned part, or new part from an alternate supplier. Any replacement part is warranted for the remainder of the original warranty period.

## Lithium Battery Warranty:

Subject to the restrictions and exclusions in this Limited Warranty, the original factory installed lithium battery is warranted against defects in material and workmanship for eight (8) years from the original date of purchase. This is a full warranty for the first three (3) years and shall be prorated for the remaining period, with the owner responsible for the following percentages of the repair or replacement: 50% years 4 and 5; 75% years 6 through 8.

## Labor Warranty:

Labor is described as the work completed by a technician. The manufacturer will be responsible for pre-authorized labor costs associated with warranty repairs for 90 days from the original date of purchase. In almost every instance, the owner at their own expense, must deliver the vehicle to the service provider for repairs and pick it up when repairs are complete. On very rare occasions, a technician may be equipped to make minor repairs and adjustments at the owner's residence. If a technician travels off-site to make repairs, the owner is responsible for the following trip charges: \$199 for each service call within 50 miles of an authorized Whisper dealer location; \$199 plus \$3 per mile for each service call in excess of 50 miles from the nearest authorized Whisper dealer location. All trip charges must be paid in advance.

## To Obtain Warranty Service:

To file a warranty claim at any time, please visit <u>WhisperEV.com/service-request</u> or call 423-212-8791 Monday - Friday from 10 am to 5 pm EST. Please be prepared to provide the model name, date of purchase, a detailed description and pictures of the problem to help expedite resolution.

#### **Exclusions:**

Routine maintenance, regularly scheduled service, transporting the vehicle for warranty service, damage or failure that is the result of improper storage, transport, or towing are not covered under the warranty.

This Limited Warranty excludes any failure not caused by a defect in material and workmanship, including but not limited to, abuse or improper handling, accident, collision, corrosion, cosmetic damage or deterioration, improper maintenance, normal wear and tear, acts of nature, fire, or explosion.

This limited warranty does not cover failures, damage, or subsequent damage to:

- Any vehicle, component, or part that has been altered, modified, neglected, improperly maintained or used for purposes for which it was not designed;
- · Electrical components, including the battery charger, caused by fluctuations in the electrical current;
- Use of modified or after market components, accessories or attachments;
- Unauthorized repairs during the warranty period or repairs made after the warranty expires.

No coverage is provided for consumable components, general wear items, or any parts exposed to friction surfaces, stresses, environmental conditions for which they were not designed or intended, including but not limited to:

Wheels and tires
Fuses / Circuit breakers
Light bulbs / Sealed beam lamps

Seat components / Upholstery Finished and unfinished surfaces Suspension /Brake / Steering components Bushings / Bearings Sealants / Lubricants

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## Battery & Charger Limitations & Exclusions:

Coverage is not provided for failures, damage, or subsequent damage caused by:

Lack of maintenance, abuse or neglect
Failure to maintain water levels
Use of an unapproved battery charger
Loose battery tie downs, cables, and /or terminals

Filling batteries with contaminated water
Corrosion
Loose battery tie downs, cables, and /or terminals

Installation of after market parts or accessories that are not connected to the complete battery pack automatically terminates all warranties for the entire battery pack.

### Vehicle Storage:

Vehicle storage facilities must provide all of the following:

- Ample electrical capacity for the number of vehicles in storage.
- A dedicated GFCI protected outlet with an appropriately rated circuit breaker for each vehicle.
- A separate charger for each vehicle.
- Adequate fresh air circulating to exchange the air at least 5 times every hour.
- If an energy management system is utilized, the timer setting must make electricity available for a minimum of 14 hours. .

#### Termination:

Whisper Carts, LLC may, at its discretion, terminate or limit the warranty if the vehicle or the battery charger:

- Show signs routine maintenance has not been performed.
- Show signs of any alteration outside the manufacturer's recommendations, including but not limited to tires, the on board controller, speed braking system, electrical system, passenger capacity or seating.
- Is stored in a facility that does not have a dedicated GFCI protected outlet and separate battery charger for each vehicle, uses an unapproved battery charger, or an extension cord to connect battery chargers.

All warranties are immediately terminated if Whisper Carts, LLC determines the on board control unit has been altered, repaired or replaced and the actual mileage or ampere hours of the battery cannot be determined.

ANY CHANGES OR MODIFICATIONS TO THE VEHICLE OR BATTERY CHARGER THAT ALTER THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASE THE VEHICLE'S SPEED, OR ALTER THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. WHISPER CARTS EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY ALTERATIONS, MODIFICATIONS, OR CHANGES THAT ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR THE BATTERY CHARGER. ALL WARRANTIES TERMINATE IMMEDIATELY IF WHISPER CARTS, LLC DETERMINES ANY SUCH CHANGES OR MODIFICATIONS HAVE BEEN MADE.

## Limitations, Legal Rights, & Remedy:

This Limited Warranty provides no coverage for personal loss or expense, including mileage, transportation costs, shipping or handling fees, pick up or delivery, replacement rentals, loss of use, loss or profits, or loss of vacation or personal time.

In the event of a defect in material or workmanship in the vehicle, any part, component, or battery charger during the applicable warranty period, the sole and exclusive remedy shall be, at Whisper Carts, LLC. sole option, to repair or replace the defective part. This exclusive remedy will not be deemed to have failed of its essential purpose as long as Whisper Carts, LLC. makes a reasonable effort to repair or replace the defective part. In no case shall Whisper Carts, LLC. have any liability to the purchaser or any third party for incidental, consequential, punitive, or special damages of any description, whether arising out of an express or implied warranty or any other contract, negligence, other tort, or otherwise. The exclusion of consequential, incidental, and special damages is independent from and shall survive any finding that the exclusive remedy failed of its essential purpose.

This Limited Warranty is the sole and exclusive warranty provided for the vehicle and battery charger. All warranties, express or implied, including those for merchantability and fitness for a particular purpose, which exceed the duration of this written warranty are excluded and expressly disclaimed by Whisper Carts, LLC.

Some states do not permit the exclusion or limitation of incidental or consequential damages or allow limitations on the duration of implied warranties, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights which vary from state to state.



Whisper Carts, LLC. 2225 Eddie Williams Road Johnson City, TN 37601

WhisperEV.com

Speak to a factory trained technician

423-212-8791

Monday - Friday 10 am to 5 pm EST

File a warranty claim

WhisperEV.com/service-request