

CLUB CAR® LIMITED THREE YEAR WARRANTY FOR 2008 INDIVIDUAL GOLF CARS

1. WARRANTY:

CLUB CAR, INC., ("CLUB CAR") hereby warrants to the Original Retail Purchaser that its new 2008 Model DS Golf Car purchased from CLUB CAR or an authorized distributor or dealer shall be free from defects in material and workmanship under normal use and service as a golf car for the periods stated below, subject to the provisions, limitations and exclusions contained in this limited warranty.

LIMITED THREE YEAR WARRANTY: The golf car frame (excluding the front and rear bumper mounts), rack and pinion steering gearbox unit, suspension system (defined as the shock absorbers, shock mounts, A-plate, leaf springs, shackles, and associated hardware), gasoline engine, unitized transaxle, torque converters (drive and driven), starter generator, transaxle (electric vehicle), and electric motor are warranted with respect to parts and labor for a period of three years from the date of purchase.

LIMITED TWO YEAR WARRANTY: All remaining components of the golf car not specified otherwise, except options and accessories, are warranted with respect to parts and labor against defects in material and workmanship for a period of two years from the date of purchase.

LIMITED ONE YEAR WARRANTY: All original equipment options and accessories supplied by CLUB CAR are warranted with respect to parts and labor against defects in material and workmanship for a period of one year from the date of purchase.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed above for the periods specified. Such repair labor shall be performed only by CLUB CAR, its authorized distributors or dealers, or a service agency approved by CLUB CAR.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

2. EXCLUSIONS:

Excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), spark plugs, light bulbs, lubricants, trim pieces, seats, routine wear items such as the charger plug and receptacle, brake shoes, belts, brushes, bushings, drive buttons, engine mounts, mats and pads, maintenance adjustments, cosmetic deterioration, and items which deteriorate or fail due to exposure or ordinary wear and tear. Batteries, battery charger, onboard computer, and solid-state speed controller are covered under separate CLUB CAR warranties. Also excluded from any CLUB CAR warranty is damage to a golf car or component resulting from a cause other than a defect including unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment, overloading, accident, alteration, abuse or neglect.

Transportation expenses for warranty services are also excluded from this warranty.

3. VOIDING OF WARRANTY:

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE GOLF CAR IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE CAR INVOLVED SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

4. SOLE REMEDY:

CLUB CAR's liability under this limited warranty, or in any action whether based upon warranty, contract, negligence, strict product liability, or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the golf car or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new golf car or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the golf car or component thereof at no cost to the purchaser during the applicable limited warranty period. If CLUB CAR elects to repair the golf car, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

5. HOW TO MAKE A WARRANTY CLAIM:

To make a warranty claim under this limited warranty, you must present the golf car or defective component to an authorized CLUB CAR distributor or dealer or send the defective component, freight prepaid, to WARRANTY SERVICES, CLUB CAR, INC., 4125 Washington Road, Evans, Georgia 30809, U.S.A., 706-863-3000.

6. DISCLAIMER:

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE GOLF CAR OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

7. NO CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE GOLF CAR, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions 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.

8. INFORMATION:

For further information contact WARRANTY SERVICES, CLUB CAR, INC., P.O. Box 204658, Augusta, Georgia 30917-4658, U.S.A., 706-863-3000.

9. WARNING:

Any modification or alteration of any golf car beyond factory specifications, including those that affect the weight distribution, stability, or speed of the golf car, can cause serious personal injury or death.