



CRICKET CART DIRECT, LLC

Limited Warranty – Terms and Conditions

Congratulations and welcome to the Cricket Family! Warranty Registration must be submitted within 30 days of the date you took possession of your Cricket to be in effect.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED WITHIN 30 DAYS OF THE TIME OF POSSESSION, THE PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

YOU ARE REGISTERING ONLINE. YOU MAY CHOOSE AN ALTERNATIVE "MAIL IN" REGISTRATION OPTION BY FILLING OUT THE FORM AT THE BOTTOM OF THIS WARRANTY, PRINT, DATE, SIGN AND MAIL ORIGINAL COPY TO:

CRICKET CARTS DIRECT, LLC
Warranty Department
692 Atlantis Road, Suite 8
Melbourne, FL 32903

Limited Warranty

Cricket Carts Direct, LLC (hereafter "CCD") hereby warrants that new CRICKET vehicles purchased from CCD, in the continental United States will be free from defects in material and workmanship for the period of time stated herein, subject to certain stated limitations. CCD is not responsible for any abuse, negligence, vandalism, or acts of nature.

The Period of Warranty

All CRICKET vehicles shall have a warranty period of one (1) year from the date customer takes possession, or upon verified delivery of vehicle to customer's designated delivery address. If you purchased an optional Extended Warranty, a second warranty period (after year one), will extend all rights and conditions herein from CCD. CCD will make the final and absolute decision to repair or replace, defected materials in accordance with the terms and conditions herein.

During the Period of Warranty

CCD, will, free of charge, repair or replace, at its option, any part adjudged defective by CCD during the warranty period due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the product's warranty period.

General Exclusions

Excluded from any CCD warranty is damage to the vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation

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of parts or accessories that are not original equipment, non-approval alterations and acts of God. Also excluded from any CCD warranty are all fuses, decals, lubricants, routine wear items listed below, Exclusions from this warranty shall include any failures caused by:

- a. Competition or racing use
- b. Installation of parts or accessories that are not qualitatively equivalent to genuine CCD manufacturer parts or accessories
- c. Abnormal strain, neglect, or abuse
- d. Lack of proper maintenance
- e. Accident or collision damage
- f. Modification to original parts
- g. Damage due to improper transportation
- h. Improper battery charging in accordance with the battery charger manual.
- i. Improper use due to exceeding a 10% grade incline or decline terrain
- j. Improper use in accordance with the Users/Owner's Manual. (Must read and comply with User's Manual)
- k. Improper use of Brake, Freewheel, rear braking lever.
- l. Improper use of tow or freewheel while in use of during tow.
- m. Cosmetic deterioration, including color fading, cracking, peeling, rust or scratching.
- n. Unauthorized removal, replacement or modification of any part without prior approval from CCD.
- o. Exceeding any Cricket limitations listed in Owner's Manual.
- p. Labor cost not included.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CCD does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manuals, operator instructions and all warning labels, and will exercise due care in working on or around vehicles, batteries, or electrical devices.

CCD IS NOT THE RESPONSIBLE FOR THE TRANSPORTING OF THE VEHICLE TO OR FROM A CCD APPROVED SERVICE CENTER.

Specific Exclusions

Exclusions from this warranty shall include parts replaced due to normal wear or routine maintenance, such as upholstery, light bulbs, tires, motor, batteries, computer controller, bushings, bearings and brake shoes.

Batteries must be maintained properly in accordance with the charger manual.

Return and Refund Policy

All sales are final. CCD maintains final decision and right to make all decisions regarding any returns or refunds. Return or Refund will not be offered on issues that are covered under CCD warranty program. The warranty terms and conditions herein take priority over returns or refunds.

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If there are defects, malfunctions or failures to your Cricket that cannot be remedied under our Warranty program, CCD may elect to replace or refund your Cricket with the following terms and conditions:

- i. Must make claim within 15 days after taking possession.
- ii. Claim must be made based on a faulty Cricket.
- iii. A restocking fee up to, but not exceeding, 30% will apply.
- iv. Returned Cricket must have no damage or mechanical failures not noted in claim.
- v. Returned in original manner as received.
- vi. You incur all cost of returning your Cricket to CCD. If originally shipped, you must use original crate, or a similar crate approved by CCD.
- vii. Cricket must not have any modifications not approved by CCD.
- viii. If returned Cricket is received by CCD damaged, repair charges and labor will be charged back to you.
- ix. If shipped, any damage on delivery must be noted on the Bill of Lading and immediately report damage to CCD.

UNRETURNABLE ITEMS: Accessories, custom built products, custom modified products, special orders, retired or discontinued parts, other dealer products, clearance items, discounted items or as-is products.

Cancellations made prior to shipping, pick-up or delivery will be subject to a \$500 cancellation fee.

The Customer's Responsibility

Under this limited warranty, the customer's responsibility shall be to:

- a. Operate and maintain the vehicle in an appropriate manner as specified in the owner's manual.
- b. Give notice to CCD of any and all apparent defects within ten (10) days after discovery and make the vehicle available at that time for inspection and repairs at CCD or a service center approved by CCD.
- c. Maintain batteries in accordance with the instructions. (See Charger Manual).
- d. Batteries not charged for 14 consecutive days will void warranty.

Warranty Transfer

To transfer the warranty from the original purchaser to any subsequent purchaser(s), the vehicle must be inspected and registered for warranty by CCD or an approved and authorized CRICKET dealer or duly appointed representative of CCD. In order for this warranty to remain in effect, this inspection and registration must take place within ten (14) days after transfer. (An inspection and registration fee will be charged for this service.)

Additional Warranty Information

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CCD makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by CCD and herewith excluded from this warranty.

Warranty Claim

To place a Warranty Claim, first contact CCD at (321) 306-6007. CCD may request photos or video to help diagnose the issue. Upon claim acceptance, CCD will conduct one of the following:

- i. Send replacement part to you at our cost.
- ii. Schedule repair with an authorized repair center near you.
- iii. Schedule service appointment at CCD.

Do not attempt to perform repairs before contacting CCD. Doing so without prior approval will void warranty. CCD will be removed from any responsibility or repair charges.

Liability Limitation

IN NO CASE SHALL CCD BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT CCD WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. WE MUTUALLY AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. CCD DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

No Consequential Damages

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

To Register for your Warranty, go to: [ENTER NEW REGISTRATION FORM HERE]

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All notices, claims or contact will be made to:

CRICKET CARTS DIRECT, LLC

692 Atlantis Road, Suite 8

Melbourne, FL 32904

321 - 306-6007

Contact@CricketCartsDirect.com

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Mail In Registration Form Instructions.

NAME: _____

STREET: _____

STREET 2: _____

STATE: _____

ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

CRICKET MODEL PURCHASED: _____

SERIAL NUMBER: _____

Located on the driver's side, floorboard level, behind the vertical seat support frame on a small attached plate.

LIST ANY ACCESSORIES PURCHASED: _____

EXAMPLE: Resort or Bimini top, Remote Control, Ramps, Tire Upgrade, other.

INVOICE NUMBER: _____

DID YOU PURCHASE AN EXTENDED WARRANTY?: _____

HOW DID YOU RECEIVE YOUR CRICKET?: _____

Picked-up from Dealer | Dealer Delivered | Shipped to me | Picket-up from show/event | other

WAS YOUR CRICKET DELIVERED IN SATISFACTORY CONDITIONS?: _____

I HAVE READ THE CCD LIMITED WARRANTY TERMS AND CONDITIONS AND ACCEPT: _____

HOW DID YOU FIND US?: _____

Facebook | Instagram | Event or Show | Referred by a Friend | Other Dealer | Other

MAY WE SEND YOU PERIODIC EMAILS, TEXTS, PHONE CALL TO UPDATE YOU ON PRODUCT INFORMATION, SALES, WARRANTY ISSUES, ETC.? _____

WE WILL NEVER SELL OR SHARE YOUR CONTACT INFORMATION WITH ANYONE.

Signature

Date

Print Name