

# EARTHCRUISER

44°02'01.1"N, 121°17'26.2"W

**LIMITED WARRANTY**

# LIMITED WARRANTY

## 1. PERSONS COVERED BY THIS LIMITED WARRANTY

This Limited Warranty applies specifically to and is made exclusively for the benefit of the Purchaser and does not apply to or benefit any other owner of the Vehicle or successor or assign of Purchaser.

## 2. WARRANTY PERIOD

If Purchaser uses the EarthCruiser Product for recreational purposes only, then the warranty period for all coverage under this Limited Warranty begins on the earlier to occur of the date of delivery of the Vehicle to Purchaser and the Final Delivery Date ("Warranty Commencement Date"), and continues for one year from such date except (i) for the fiberglass superstructure, which shall continue for three years from the Warranty Commencement Date and (ii) as otherwise provided for herein. If Purchaser uses the EarthCruiser Product in any other capacity, including but not limited to any rental or commercial or business purpose whatsoever, then the warranty period for all coverage under this Limited Warranty begins on the Warranty Commencement Date and shall continue for three months from such date, except as otherwise provided for herein. Performance or undertaking of repairs under this Limited Warranty does not extend the warranty period unless required by law. The warranty period on all door and drawer (interior and exterior) adjustments is 90 days from the Warranty Commencement Date. In addition, ECUSA provides the following limited EarthCruiser Limited Drivetrain Warranty for a period of three years from the Warranty Commencement Date: axles, hubs, brakes (excluding factory brake lines), steering linkage, transfer case, and 4-wheel drive shifting system.

## 3. WHAT IS COVERED UNDER THIS LIMITED WARRANTY

Subject to the terms and limitations set forth herein, during the warranty period, ECUSA warrants that those portions of the EarthCruiser Product which are manufactured by ECUSA will materially conform to the published specifications in effect as of the date of this Agreement. This Limited Warranty applies only to that portion of the EarthCruiser Product and any of its parts which are manufactured by ECUSA and which are defective at the Warranty Commencement Date or become defective during normal use within the warranty period and which are not described in Section 4 of this Exhibit. Please refer to Purchaser's standard powertrain warranty and all other components and in the event of a covered defect hereunder arising during the warranty period, ECUSA will, at ECUSA's sole option, either repair the defect or replace a part at no charge to Purchaser, except that Purchaser will be responsible for paying any transportation charges for transporting the EarthCruiser Product or any defective part for examination, repair or replacement by ECUSA. ECUSA at its option may require that any transportation charges be prepaid by Purchaser. The repair or replacement of any defective part or parts as specified in this paragraph are Purchaser's sole and exclusive remedy under this Limited Warranty. All warranty work must be performed at ECUSA in Bend, Oregon (or other location as directed by ECUSA).

FOR THE AVOIDANCE OF DOUBT, ECUSA'S OBLIGATIONS UNDER THIS LIMITED WARRANTY ARE SUBJECT TO THE LIMITATION ON DAMAGES SET FORTH IN THE AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED. IN ADDITION, ECUSA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY, WHETHER DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE OF ANY NATURE WHATSOEVER, RESULTING OR ARISING FROM OR ASSOCIATED WITH THE EARTHCRIUSER PRODUCT OR ANY DEFECT IN THE EARTHCRIUSER PRODUCT WHATSOEVER, REGARDLESS OF (I) WHETHER SUCH LOSS, INJURY OR DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT ECUSA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY OR DAMAGE, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

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## 4. WHAT IS NOT COVERED BY THE LIMITED WARRANTY

This Limited Warranty does not cover:

- a. Any items or portions thereof which are not manufactured by ECUSA. The warranty on the Vehicle's engine, chassis, power train, transmission, instrument clusters and panel, and all parts related thereto, including any computers or components, are provided by such part's third-party manufacturer (for example, Isuzu). For more information on the terms of such warranties, please refer to the warranty information provided by such manufacturer of such items provided with your Vehicle.
- b. Any items which are installed outside of the ECUSA factory or any damage caused by items installed by persons outside the ECUSA factory, other than pursuant to warranty work authorized by ECUSA.
- c. Any damage caused to the EarthCruiser Product or parts caused by items installed by persons or entities other than ECUSA, except pursuant to warranty work authorized by ECUSA.
- d. Any items which are altered, modified or changed in any way by any person or entity other than ECUSA, except pursuant to warranty work authorized by ECUSA.
- e. Any appliance or components manufactured by parties other than ECUSA, including but not limited to cooktops, heaters, air conditioners, refrigerators, actuators and inverters. The only warranties on these items, if any, are those given by the third-party manufacturer of the item.

This Limited Warranty does not cover damages from the loss of use, including without limitation the cost of lodging bills, car rentals, travel costs, loss of pay, and cost of towing and loss of time. This Limited Warranty limits ECUSA's obligations to the sole remedies or repair or replacement as set forth above. The decision as to which remedy, if any, shall be made by ECUSA at its sole and exclusive discretion. ECUSA hereby informs the Purchaser that ECUSA has not and does not authorize any other person or entity to create any obligation or liability for ECUSA in connection with this Limited Warranty or the sale of the EarthCruiser Product, or to alter or change any terms of this Limited Warranty.

## 5. LIMITATIONS ON WARRANTY COVERAGE DUE TO USE

Except for items expressly covered under this Limited Warranty, Purchaser, and not ECUSA, is solely responsible for and assumes the entire cost of all servicing, repair or replacement of the Vehicle. The following items are further limitations and are not covered by this Limited Warranty:

- a. Any damage arising from misuse, neglect, accident, overly aggressive reckless or unsafe driving, collision, unauthorized alteration, theft, vandalism, overloading, failure to provide or undertake reasonable maintenance;
- b. Deterioration, discoloration, flaking or chips in or to the vehicle including to the exterior, interior, sealant, discoloration of fabric or other items which results from improper use, exposure to the environment, or exposure to on road or off road hazards such as rock, salt, water and other debris, or exposure to tree sap or air borne pollutants; or
- c. Damage which results from failure to take reasonable protective measures to prevent further damage after discovery of a defect, such as a leak or condensation build-up.

# LIMITED WARRANTY

## 6. DISCLAIMER OF FURTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND TO THE FULL EXTENT ALLOWED BY LAW, ECUSA MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, AND ECUSA SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY, (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) WARRANTY OF TITLE, AND (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY OR AS REQUIRED BY APPLICABLE STATE LAW, THE ENTIRE RISK AS TO THE QUALITY OF THE PERFORMANCE OF THE EARTHCROISER PRODUCT IS SOLELY BORN BY PURCHASER. PURCHASER ACKNOWLEDGES AND AGREES THAT NONE OF ECUSA, REPRESENTATIVES OF ECUSA, OR OTHERS HAVE MADE STATEMENTS OR REPRESENTATIONS ABOUT THE EARTHCROISER PRODUCT AND THAT THE EXPRESS TERMS OF THIS LIMITED WARRANTY SHALL CONTROL AND CONSTITUTE THE ENTIRE EXPRESSION OF ECUSA'S WARRANTY OBLIGATIONS TO PURCHASER. THE ENTIRE WARRANTY CONTRACT IS EMBODIED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT WITH RESPECT TO ALL WARRANTY COVERING THE EARTHCROISER PRODUCT AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE APPLICABLE WARRANTY, EXCEPT AS MAY BE REQUIRED BY STATE LAW. PURCHASER UNDERSTANDS AND AGREES THAT THIS LIMITED WARRANTY IS PART OF THE SALES CONTRACT AND FORMS THE BASIS FOR SUCH SALE. PURCHASER ACKNOWLEDGES THAT PRODUCTS MANUFACTURED BY A THIRD PARTY ("THIRD-PARTY PRODUCT") MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO, OR PACKAGED TOGETHER WITH, THE EARTHCROISER PRODUCT. THIRD-PARTY PRODUCTS ARE NOT COVERED BY THIS LIMITED WARRANTY. FOR THE AVOIDANCE OF DOUBT, ECUSA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

## 7. PURCHASER MUST REGISTER ITS WARRANTY

This Limited Warranty will be kept on file as proof of ECUSA's limited warranty to Purchaser. Purchaser must keep ECUSA apprised of its current contact details such as email address and/or telephone number to enable ECUSA to communicate to Purchaser any important information about the Vehicle. ECUSA shall not be responsible for any damages whatsoever in the event that ECUSA is unable to communicate with Purchaser on account of Purchaser's failure to keep ECUSA informed of Purchaser's contact details.

