

# LIMITED WARRANTY

## DRAKE LIMITED WARRANTY FOR LX VEHICLES

Drake Golf Carts CC "DRAKE" hereby warrants that any new (non-fleet) lx model year 2023 or more recent, identified by the prefix "lx" in the model name "Vehicle", and sold by DRAKE or an authorised Dealer or Distributor in South Africa, will be free from defects in material and workmanship subject to normal use and service for the periods stated below "Limited Warranty".

This Limited Warranty covers the material & workmanship on the components listed below, based on the period of warranty specified below. Any component adjudged to be defective due to either faulty workmanship or materials, as determined by DRAKE, will be replaced by DRAKE or an authorised Dealer or Distributor. Removal, repair or reinstallation of the defective component(s) shall be performed only by DRAKE, it's authorised Dealers or Distributors, or a service agency approved by DRAKE. For removal, repairs and reinstallation of components by a qualified technician other than DRAKE's factory technicians or an authorised Dealer or Distributor, DRAKE will provide only the replacement parts or components.

The purchaser must provide the proof of the date of purchase such as an original tax invoice "Sales Receipt" with any warranty claim. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies to the Vehicle regardless of the owner, and any subsequent change of ownership, that may arise during the warranty period. The original or subsequent owner is requested to present the initial Sales Receipt from DRAKE or the authorised Dealer or Distributor from which the Vehicle was originally purchased.

Component	Period
Main Frame	3 years
Electric Drivetrain: Transaxle & Motor	3 years
Major Electronics: Speed controller & Battery charger	2 years
Suspension: Steering & Suspension components	1 year
Deep Cycle Battery**	1 year
Lithium LiFePO4 Battery* "Lithium Battery"	5 years
All other parts & components	2 years

\*The Lithium Battery is warranted under separate conditions & limitations (See details below)

\*\* The Deep Cycle Battery is not warranted by DRAKE.

### EXCLUSIONS:

Specific exclusions from this Limited Warranty:

- Ordinary wear & tear, routine maintenance parts, and damage to electrical components due to fluctuations in electrical current.
- Fading, rust, failure or deterioration due to exposure to the elements.
- Abnormal or unintended strain or use, neglect, accident or collision, improper maintenance or improper installation of accessories and installation of parts and accessories that are not DRAKE original parts and accessories.
- Non-approved alterations or modifications that alter the suspension, the weight distribution or balance of the cart.
- Acts of God or nature, including but not limited to lightning, hail damage, flooding and fire.
- Damage or loss resulting from vandalism, theft, war or other events in which DRAKE has no control.

## LIMITED WARRANTY

### EXCLUSIONS CONTINUED.:

- Warranty repairs made by a non-authorized service agency that is neither DRAKE nor an authorized dealer or distributor.- Any and all expenses incurred in transporting the vehicle to and from DRAKE or an authorized dealer or distributor for the purpose of fulfilling a warranty claim or service.
- Any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.
- Damaged charger plug, and/or resultant damage as the charger plug is a wear and tear item subject to abuse
- Battery damage due to improper charging practices or a defective charger
- The Deep Cycle batteries are held under a separate warranty and is not warranted in this Limited Warranty

### THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF DRAKE IF THE VEHICLE:

- shows indications that the cart modified by an unauthorized service agent including but not limited to the controller's parameters relating to speed, acceleration and/or braking, the mechanical braking system, the steering system, the transaxle and other systems of the vehicle that may cause it to perform in a manner not intended by DRAKE or not within DRAKE's specifications.
- shows indications that routine or necessary maintenance was not performed as detailed within the Owner's Manual, or within the time or manner specified within the Owner's Manual.
- has electrical accessories not manufactured or sold by DRAKE for the normal functioning of the Vehicle or for external accessories which are energy consuming devices that would draw current directly from the battery pack.
- shows indications that the battery pack was opened, disassembled or tampered with in any way
- shows indications that attempts may have been made to intentionally reduce the life of the battery pack
- consists of batteries not approved by DRAKE

### NO CONSEQUENTIAL DAMAGES

DRAKE will not under any circumstances be liable for any indirect, incidental or consequential damages including but not limited to, death, personal injury, 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 third party for loss of use, loss of time, inconvenience, or any other economic loss, whether or not DRAKE was apprised of the foreseeability of such damage or losses. Any legal claim or action arising that alleges breach of warranty must be brought within ninety (90) days from the date the warranty claim arises

The Limited Warranty for all parts and components of the Vehicle other than the batteries shall commence on the date of delivery to the purchaser or the date on which the Vehicle is placed in storage as requested by the purchaser. The warranty for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser,
- on which the Vehicle is placed in storage as requested by the purchaser or
- ninety (90) days from the date of sale or lease of the Vehicle by "DRAKE" to an authorized Dealer or Distributor.

Parts repaired or replaced under this limited warranty are warranted for the remainder of the length of the original warranty period. This Limited Warranty applies to the original purchaser and any subsequent owners of the cart, however the Sales Receipt with the original date of purchase from DRAKE or the authorized Dealer or Distributor is required when making a warranty claim with the warranty department.

# LIMITED WARRANTY

## LITHIUM BATTERY LIMITED WARRANTY

Lithium Battery			
Amperage	56ah	105ah	160ah
Years	5 Years	5 Years	5 Years
Limitation	Rated end of life or 3500 cycles	Rated end of life or 3500 cycles	Rated end of life or 3500 cycles

### Lithium Battery Warranty Limitations, Conditions and Exceptions:

The warranty on the Lithium Battery is a pro-rata, return-to-base warranty "Pro-Rata Warranty" fulfilled not by "DRAKE" but RoyPow Technology Company Limited "the Manufacturer" of the lithium batteries. Under the Pro-Rata Warranty the manufacturer will repair, replace, or refund (subject to the limits explained below), at its own discretion, any Product deemed to be faulty under the terms of the Pro-Rata Warranty. Any replacement product supplied by the Manufacturer will consist for the remainder of the warranty period.

### Exclusions:

This warranty is void if the Lithium Battery has been:

- Stored, installed, used or charged in any manner that is contrary to the Manufacturer's instructions or data sheets or generally accepted good industry practice
- Opened, modified or tampered with in any way, including the alteration or erasure of date codes etc
- Used for an application or in a manner for which they were not designed
- Stolen or at any time outside of the customer's control (except in the normal course of business)
- Subjected either during storage or use to extreme environmental conditions, including heat, cold and moisture, out with the limits defined in the Manufacturer's instructions and data sheets

Warranty claims on the Lithium Battery require specific testing and analysis prior to approving any such warranty claim. Contact DRAKE or the authorised distributor or dealer from whom the vehicle was purchased when making your warranty claim. It will be required that the vehicle, or in particular circumstances, the battery be taken to DRAKE, an authorised Dealer or Distributor or an authorised service agent nearest your location.

Storage & Operation Limitations	Time Allowed
Storage between charge cycles in normative conditions (0°C ~ 35°C)	6 months
Storage in extreme conditions (-20°C ~ 45°C)	1 month
Discharge cycling (less than -20°C or greater than 55°C)	Not Allowed
Charge cycling (less than 0°C or greater than 55°C)	Not Allowed

All consequential losses and/or damages arising from the malfunction of the Lithium Battery are expressly excluded.

The cost of transporting a Lithium Battery or its relevant parts that is the subject of a warranty claim, or is being supplied by the Manufacturer in recompense for a Warranty claim, from the purchaser or DRAKE or an authorised Dealer or Distributor to the Manufacturer or from the Manufacturer to the purchaser or DRAKE or an authorised Dealer or Distributor is excluded and is the responsibility of the purchaser or DRAKE or an authorised Dealer or Distributor.

# LIMITED WARRANTY

## Limitations:

The value of any Warranty claim, whether recompensed in replacement goods, services or money, will be based on the price paid when the goods were originally purchased from the Manufacturer. Any replacement supplied in recompense will be the nearest equivalent that is available to the Lithium Battery in the Pro-Rata Warranty claim.

This is a Pro-Rata Warranty. This means that in the event that the Manufacturer upholds a claim under the terms of this Pro-Rata Warranty any recompense will take into account the number of months that have elapsed from the warranty Commencement Date to the date when the Manufacturer was first notified of the claim. The value of any recompense due will reduce by  $100/(12 \times \text{Warranty duration in years})\%$  of the original purchase price from the Manufacturer per month from the date of commencement of the Pro-Rata Warranty to the date when the Manufacturer was first notified of the Pro-Rata Warranty claim. In the case of a product with a 5 year warranty the monthly reduction is 1.67% of the original purchase price; in the case of a 1 year warranty the monthly reduction is 8.33%.

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## Purchaser's Responsibility under this Limited Warranty shall be to:

- operate and maintain the Vehicle and battery charger as specified in the Owner's Manual.
- contact DRAKE or an authorised Dealer or Distributor with regards to any queries which may not be clear to the purchaser in the Owner's Manual.
- make DRAKE or an authorised Dealer or Distributor aware of any Warranty Claim within ninety (90) days in which the defect was discovered.

DRAKE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATION AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY DRAKE AND EXCLUDED FROM THIS WARRANTY.

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