



2013 MY Limited Warranty Guide

T-SPORT[®] NEV

Neighborhood Electric Vehicle (NEV)



This Manual is effective as of August 1, 2012

T-SPORT[®] NEV

Manufactured by:

American Custom Golf Cars, Inc. (ACG)

15740 El Prado Rd.
Chino, CA 91710 USA
(909) 597-2885
(909) 597-7183 fax
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Introduction

Your satisfaction is our #1 goal.

If you have any questions or concerns about your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your ACG selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact:

ACG Customer Relationship Center at: (909) 597-2885

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DEFINITIONS

ACG:

Is “**American Custom Golf Cars, Inc.**” a California Corporation. (AKA) ACG, Inc.

ADMINISTRATOR:

Refers to **ACG** Claims and Administrative processing center.

YOU, YOUR and WARRANTY HOLDER:

Refers to YOU, the purchaser or leasee of ACG vehicle.

WARRANTY:

This WARRANTY provided to YOU and covering YOUR ACG vehicle that is described on the Registration Page of this WARRANTY.

BREAKDOWN, MECHANICAL BREAKDOWN, MECHANICAL FAILURE:

Refers to failure due to defects in materials and workmanship of a COVERED PART to perform the function for which it was designed by its manufacturer.

COVERED PART or COVERED PARTS:

Refers to the parts or components listed under the PLAN COVERAGE and subject to:

- The WARRANTY HOLDER'S responsibilities for vehicle maintenance under a **Scheduled Maintenance Guide** which indicates the scheduled maintenance required for your ACG vehicle.

TERMS AND CONDITIONS

ACG, Inc. Limited Twelve Month Warranty for 2013 Model Year Neighborhood Electric Vehicle versions (NEV)

WARRANTY HOLDER'S RESPONSIBILITIES

CLAIM REIMBURSEMENT

Obtain approval PRIOR to having work performed that may be covered by this LIMITED WARRANTY.

If YOU believe the failure may be covered by this WARRANTY, call the ADMINISTRATOR at:
909-597-2885

or instruct the repair facility performing the work to call to register the claim BEFORE THE WORK IS PERFORMED.

SEE THE SECTION "[HOW TO MAKE A WARRANTY CLAIM](#)" on *page 17* of this booklet.

1. Controlling Provisions:

These terms and conditions will govern the transaction described on the face hereto and will amend any terms and conditions of the Customer's order to the extent that a conflict exists. In the absence of written acceptance of these terms and conditions by the customer, an acceptance of any service covered by order will constitute an acceptance of these terms and conditions. The full understanding of the parties is embraced herein and no waiver, alteration or modification of these provisions or any terms of the order will be valid unless made in writing and signed by **ACG** authorized officer or other authorized representative.

2. Taxes:

ACG will add to all charges sums equal to any taxes, however designated or levied or based on the charges made for services rendered or parts supplied pursuant to this WARRANTY. This section will not apply to organizations that are tax exempt and provide the proper supporting documentation with this WARRANTY.

3. Exclusions:

Service is contingent upon proper use of vehicle and observance of all of **ACG** operational instructions (Owner's Manuals). **ACG** does not cover labor and replacement parts required because of accident, theft, vandalism, acts of God, neglect, misuse, abuse, alteration of the vehicle from its original condition at the time of delivery to the consumer, failure of electric power, air-conditioning, humidity control, transportation and unusual physical or electrical stress. Damages caused by failure to provide proper service, maintenance and/or storage, damages resulting from improper repairs, modifications or use of vehicle for a purpose other than for which it was manufactured will not be covered. Tires, Batteries, Lamps, Glass, Refinishing or Replacement of cosmetic parts, including Hoods, Spats, and Mud Guards will not be covered.

4. Force Majeure:

ACG agrees to perform all service in good faith, but **ACG** has no responsibility or liability for loss or damage by reasons, including but not limited to, delays by suppliers in providing materials, parts and service, for acts of God, fire, flood, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delay of carriers, voluntary or mandatory compliance with any government act, regulations or request, shortage of labor, materials or manufacturing facilities, or any other causes beyond **ACG's** control.

5. Limitation of Liability:

IN NO EVENT SHALL **ACG** BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES of any nature, including but not limited to, loss of business, profit, revenue, or goodwill arising from any failure or matter arising under this WARRANTY

6. Notice:

All written notices, described as such herein, required to be given by either party under this WARRANTY will be addressed to the other party at the address shown on the WARRANTY or such address as either party may have designated by written notice to the other. Such notice is mailed, overnight mail delivery, or faxed to the other party.

7. Component Change:

ACG may exchange or modify components in accordance with applicable federal regulations. Parts and services provided by **ACG** under this WARRANTY are provided AS IS and without any warranty, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO ANY PART OR ITEM FURNISHED UNDER THIS WARRANTY.

8. Governing Law:

This WARRANTY shall be governed and constructed in accordance with the law of the State of California. The venue of any action hereunder shall be the state or federal district courts of the state of California.

Important information you should know

WARRANTY NUMBER

Please see the box labeled “VEHICLE IDENTIFICATION NUMBER” on the Registration Page.

Please refer to this number in any written or verbal communication, such as requesting any information or filing a Warranty claim.

The “VEHICLE IDENTIFICATION NUMBER” is the only number (also known as VIN) under which all Customer and Warranty information details are maintained in our **ACG Vehicle Database**.

EXPIRATION

The **Basic Vehicle Warranty** plan expires **Twelve (12) Months** from Vehicle purchase date, or the day it is first put into service, or when the Vehicle’s odometer reaches **12,000 miles**, whichever occurs first.

This applies to ALL vehicles except for Commercial or Rental use owners.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

At **ACG** we try to check vehicles carefully at the assembly plant and the **ACG Dealership**, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery.

If you see any damage when you receive your vehicle, please notify your **ACG Dealership** within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your **ACG** vehicle includes “**Owner’s Manual**” which contains an **Owner Guide** and a **Scheduled Maintenance Guide**, which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable safety standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet **ACG** engineering specifications.

Failure to perform scheduled maintenance as specified in the **Scheduled Maintenance Guide** may invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your **ACG Dealership**, or **ACG Service Center**, has factory-trained technicians who can perform the required maintenance using genuine **ACG Parts**. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seat belts).

Some states and/or local governments may require a tax on a portion of warranty repairs.

Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Warranty period, **ACG Dealers** may receive instructions to provide no-cost, service-type improvements – not originally included in your **Scheduled Maintenance Guide** - intended to increase your overall satisfaction with your vehicle.

Sometimes **ACG** may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty.

Check with your **ACG Dealer** or call **ACG** at: **(909) 597-2885** to learn whether any adjustment program is applicable to your vehicle. Please have your Vehicle Identification Number (VIN) available.

WARRANTY INFORMATION

LIMITED WARRANTY COVERAGE PERIOD

1.) Vehicle

American Custom Golf Cars, Inc. ("ACG") warrants from the date of delivery to the first consumer, that each **ACG Neighborhood Electric Vehicle (NEV)** sold as "NEW" and "UNUSED" and pre-delivered by an authorized **ACG Dealer**, will be free from any defect in material and/or workmanship for a period of:

TWELVE (12) MONTHS or 12,000 MILES; WHICHEVER OCCURS FIRST.

All-Inclusive Coverage (MANUFACTURER'S LIMITED WARRANTY)

Subject to the limitations set forth herein, **ACG** will repair or replace, at its option, and in its sole discretion all **ACG Parts** found defective in material and/or workmanship, under normal use, maintenance and service, with genuine **ACG Parts** without charge for parts and labor, at any authorized **ACG Dealer** during warranty coverage period.

WHAT IS NOT COVERED

For purposes of this limited warranty, the following are not considered defects in material or workmanship and are not covered by this limited warranty:

- Normal wear and tear items such as the charger plug and receptacle, seats, windshield wiper blades, trim pieces, fuses, decals (except safety decals), brake shoes, brushes, bushings, light bulbs, mats and pads, cosmetic deterioration, and items which deteriorate or fail due to exposure.
- Damage caused by failure to provide proper service, maintenance and/or storage, as described in the vehicle **OWNER'S MANUAL**.
- Damages resulting from improper repairs, modifications, use of non-approved parts or repairs done by a non-authorized dealer.
- Damage resulting from continued use of the vehicle after a defect is or should have been discovered.
- Damage resulting from accident, fire, explosion, theft, vandalism, riot or any act of God.
- Damages to batteries resulting from lack of maintenance, too deep of discharge, or from freezing conditions.
- Misusing the **ACG** vehicle, such as driving over curbs, overloading or racing.
- Tampering with the **ACG** vehicle.
- Altering or modifying the **ACG** vehicle, including the body, chassis, mechanical or electrical.
- Customer-applied chemicals or accidental spills.

- Using contaminated or improper fluids.
- Non-ACG parts installed after the vehicle leaves the **ACG** factory or control.
- Damages related to plastic and finish on plastic, including but not limited to scratches, cracks, and discoloration.
- Driving through water deep enough to cause electrical system damage.
- Windshields installed by Auto Body Repairmen or auto glass installers not authorized by **ACG**.
- This warranty does not cover such tires that have failed as a result of normal wear, road hazards such as: (cuts, bruises, impacts, punctures, etc.); overloading, excessive speed, spinning on slippery surfaces, improper inflation, tire chains, wheel misalignment, or improper application.

Damage caused by a puncture or tire repair also is not covered.

- Parts and labor needed in order to maintain the **ACG** vehicle, and the replacement of parts due to normal wear and tear.
- Surface rust and deterioration of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements.
- Using the **ACG** vehicle to tow other vehicles, trailers etc., may void warranty.

2.) Accessories

All Genuine **ACG Accessories** distributed by **ACG** are warranted with respect to parts and labor against defects in materials and workmanship for a period of **90 Days** from the date of purchase to original retail purchaser.

3.) Batteries

Battery Coverage:

Under your new **ACG Battery Warranty**, battery coverage begins on the purchase date and lasts for **Twenty-four (24) Months**. During this time period, **ACG** warrants your vehicle's batteries due to defects in workmanship or materials.

Battery Warranty Limitations:

- Batteries that fail due to customer abuse such as lack of maintenance, under-charging, and over-charging are not covered by this warranty.
- Batteries that fail due to fire, wreckage, explosion, or freezing are not covered by this warranty.
- Broken batteries are not covered unless a defect caused the breakage.
- Batteries ruined by defective chargers are not covered.
- Batteries to which any additive is added are not covered.
- Batteries that have been improperly stored and allowed to discharge are not covered.
- Any battery pack with a mixture of code dates or with other manufacturers' products are not covered.

- Any battery improperly installed or with loose or corroded hardware is not covered.
- The cost of labor, transportation, service calls, battery installation, recharges or the use of rental batteries are not covered.

This warranty does not cover damage or failures resulting from or caused by:

- Exposing a vehicle to ambient temperatures above 120F (49C) for over 24 hours.
- Storing a vehicle in temperatures below -13F (-25C) for over seven days.
- Leaving your vehicle for over 14 days where the battery reaches a zero or near zero state of charge.
- Physically damaging the battery or intentionally attempting to reduce the life of the battery.
- Exposing the battery to contact with a direct flame.
- Charging the battery full on a daily basis despite the battery keeping a high state of charge level [98-100%].
- Immersing any portion of the battery in water or any fluids.
- Opening the battery case (other than removing the caps if so provided for additional watering)
- Having battery serviced by someone other than a ACG certified technician.
- Neglecting to follow correct charging procedures.
- Use of incompatible charging devices.
- Consequential damage caused by the failure to repair an existing problem.
- Damage to battery terminals due to loosely or improperly mounted high-current cables.

GRADUAL CAPACITY LOSS

The Traction battery (EV battery), like all batteries, will experience gradual capacity loss with time and use. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under this warranty. See your “[OWNER'S MANUAL](#)” for important tips on how to maximize the life and capacity of the Traction battery.

4.) Tires

You are covered under the terms of this Limited Warranty if the tire was produced after July 4, 2004 (DOT serial 2704 or later) and has been used only on the vehicle on which it was originally installed in noncommercial service.

WHAT IS WARRANTED AND FOR HOW LONG

Before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) and within **6 years** from the date of purchase (proof of purchase date required; without proof of purchase date, then within 6 years from the date of tire manufacture), for any reason other than those excluded in the section entitled “What This Limited Warranty Does Not Cover,” any eligible tire that becomes unusable for any reason within the manufacturer’s control will be replaced with an equivalent new tire on the basis set forth in this Limited Warranty.

WHAT THE WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage or irregular wear due to:

A. **Road hazards**, including, without limitation:

Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.

B. Improper use or operation, including, without limitation:

Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.

C. Insufficient or improper maintenance, including, without limitation:

Failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.

D. Contamination or degradation

by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.

E. Improper repair.

Improper repair voids this Limited Warranty.

F. For RFT tires only, improper run-flat or low tire pressure operation, including, without limitation:

Exceeding speed, distance, or other run-flat/low pressure operation limitations.

2. Rapid tread wear or wear-out.

Original equipment tires have no mileage warranty.

3. Weather/ozone cracking.

No claims will be accepted after **4 years** from date of tire manufacture.

4. Ride disturbance or vibration.

No claims will be accepted after 1/32 inch (0.8 mm) of tread wear use.

5. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer.

6. Tires used in commercial service.

7. Tires purchased and normally used outside the United States and Canada.

8. The cost of applicable federal, state, and local taxes.

9. Failure to follow any of the safety and maintenance recommendations or warnings contained in Owner's Manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Radial passenger LSV tires adjusted under this Limited Warranty will be replaced free of charge during the first 25% of tread wear or within 12 months from the date of purchase (proof of purchase date required; without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first.

During the free replacement period, mounting and balancing are included free of charge.

To determine the replacement price after the free tire replacement period, the percent of used tread wear is multiplied by the current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fee, and other service charges may be added to the adjustment replacement price.

In Canada, the tire will be adjusted at dealerships (subject to dealer discretion) at a predetermined "Adjustment Price."

REPLACEMENT TIRE WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized **ACG Dealer**. Contact **ACG** at **909-597-2885** or the internet at www.acgcars.com for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or in Canada from province to province.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, **ACG** disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for inconvenience, incidental, or consequential damages, loss of time, loss of vehicle use or, inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually using the tire in the United States and Canada.

For warranty conditions outside the United States and Canada, see your local authorized **ACG Dealer or ACG Distributor**.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by **ACG, Inc.**

OWNER'S OBLIGATIONS

In order to keep this **Limited Tire Warranty** valid, we require you to have your tires regularly inspected and rotated per the vehicle **OWNER'S MANUAL** and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load

capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized **ACG Dealer**.

Complete and sign the customer section of the **ACG Tire Limited Warranty** adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any.

SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation, overloading, or other conditions resulting from use or misuse.

Tire failure may create a risk of serious personal injury or property damage.

To reduce risk of tire failure, we strongly recommend you read and follow all safety information contained in the Important Tire Safety Information section contained in this booklet, the tire placard in the vehicle or the **OWNER'S MANUAL**.

5.) GENUINE ACG REPLACEMENT PARTS

WHAT IS COVERED

ACG warrants to correct defects in materials or workmanship in all genuine **ACG Replacement Parts**, distributed by **ACG** in the United States, installed and used on **ACG T-SPORT®** (if an appropriate use and application of the part or accessory) vehicles only, except as described under the caption below, "WHAT IS NOT COVERED."

This warranty covers any repairs needed to correct defects in materials or workmanship only.

HOW LONG IS THE WARRANTY

Except for replacement audio components, this warranty is for **12 months or 12,000 miles** from the date of installation or purchase, whichever is earlier. However, the warranty on Genuine ACG replacement parts installed during the **ACG New Vehicle Limited Warranty** will extend through, and will not end before, the end of that original warranty.

REPLACEMENT AUDIO COMPONENTS

A replacement Radio, Amplifier, Navigation Unit, Bluetooth, Control Unit or Compact Disc Player/Auto Changer supplied by **ACG** is covered for **12 months** from the time of installation or the balance of the Basic Vehicle Warranty as it applies to audio components, whichever is greater.

WHAT IS NOT COVERED

This warranty does not cover:

1. Tires.

Tires are covered by a separate warranty.

2. Batteries.

Batteries are covered by a separate warranty.

3. Normal maintenance service and parts replacement

as outlined in the maintenance schedule of your **OWNER'S MANUAL**.

4. Damage or failures of parts resulting from:

Misuse

(your **OWNER'S MANUAL** is your guide to proper use).

Accident, theft, fire, driving through water resulting in water ingestion.

Chemical fallout, tree sap, salt, sand, hail, flood or other environmental conditions

Modification or improper repair of the part or of the vehicle in which the part is installed.

Use of parts not equivalent in quality or design to parts supplied by **ACG**.

Lack of performance of required maintenance services as outlined in your **OWNER'S MANUAL**.

Use of improper or dirty fluids or lubricants.

Normal wear and tear, including dings, dents, chips or scratches.

5. SALVAGE TITLE.

This warranty does not cover damage, failures or corrosion to any ACG replacement part or Genuine ACG Accessory, installed in the vehicle, if the vehicle is issued a “salvage” or similar title. (This exclusion does not extend to new Genuine ACG replacement parts or Genuine ACG accessories, installed in a ACG vehicle after the issuance of a “salvage” or similar title.)

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the warranted part or accessory, or the vehicles, on which the part or accessory is installed, to an authorized **ACG T-SPORT®** certified dealer in the United States or Canada at your expense with proof of purchase (parts invoice or service repair order from an authorized **ACG Dealer**).

6.) *Seat Belts*

You are covered under the terms of this Limited Warranty if the Seat Belt was produced after July 4, 2012 and has been used only on the vehicle on which it was originally installed in noncommercial service.

SEAT BELT LIMITED WARRANTY

WHO IS THE WARRANTOR

ACG warrants all parts of your **2013 ACG T-SPORT®** vehicle seat belt system supplied by **ACG**.

WHAT IS COVERED AND FOR HOW LONG

This warranty covers any **ACG** supplied seat belt or related component, that fails to function properly during normal use within **ten (10) years** of the date the vehicle is delivered to the first retail buyer or put into service, whichever is earlier. Warranty repairs are free of charge for parts and labor.

OBTAINING WARRANTY SERVICE

You must take the vehicle to an authorized **ACG T-SPORT®** certified dealer in the United States or Canada during regular business hours at your expense in order to obtain warranty service.

WHAT IS NOT COVERED

Damage or failure due to misuse, alteration, accident or collision damage. (Proper use is outlined in your OWNER'S MANUAL).

Color fading, spotting or other cosmetic items when the belt is otherwise functioning properly.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so 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.

ACG does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

LIMITED WARRANTY GUIDELINES

1. VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE IS SUBJECTED TO ABUSE OR NEGLIGENCE OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING BUT NOT LIMITED TO, USE OF NON-GENUINE ACG PARTS, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE VEHICLE TO CAUSE IT TO PERFORM OUTSIDE ACG SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE OR REPAIRS, AS OUTLINED IN THE OPERATION AND MAINTENANCE SECTION OF THE OWNERS MANUAL, WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUAL.

2. HOW TO MAKE A WARRANTY CLAIM

Customer must give **ACG** or authorized **ACG Dealer** notice of any claim within a reasonable period of time, not to exceed thirty days. **ACG** will not repair any condition or replace any part if a claim is not made in a timely manner. Customer must present the vehicle or defective part to an authorized **ACG Dealer**.

ACG must be contacted and prior repair approval given before any covered repairs can be facilitated. Once Authorization is obtained and prior to repairs beginning you must sign a repair order, and at this time the **ACG Warranty Registration Card** and/or proof of purchase must be presented to the **ACG Dealer**.

All parts replaced under this warranty become the property of **ACG**.

To make a warranty claim under this limited warranty, you must present the vehicle or defective component to an authorized **ACG Distributor** or **ACG Dealer** or send the defective component, freight prepaid, to **ACG** at the following address:

Warranty Services
ACG, Inc.
15740 El Prado Rd.
Chino, CA 91710
USA

3. DISCLAIMER

THE WARRANTY COVERAGE DESCRIBED HEREIN IS THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH

HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ACG CANNOT DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER ANY SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ACG MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, OR EMPLOYEE, OR DEALER OF ACG HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE, OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY. ACG RESERVES THE RIGHT TO MODIFY THE TERMS OF THIS WARRANTY AT ANY TIME, IT BEING UNDERSTOOD THAT SUCH MODIFICATION WILL NOT ALTER WARRANTY CONDITIONS APPLICABLE TO THE ACG VEHICLE SOLD WHILE THIS WARRANTY IS IN EFFECT.

THIS WARRANTY IS TRANSFERABLE DURING THE WARRANTY PERIOD WITH PROPER NOTICE AND WITHOUT ANY FEE.

4. SOLE REMEDY

ACG'S ONLY LIABILITY UNDER THIS WARRANTY, OR IN ANY ACTION WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, IS LIMITED TO THE REPAIR OR REPLACEMENT, AT ACG'S OPTION, OF A VEHICLE OR COMPONENT THEREOF THAT **ACG** DEEMS TO BE DEFECTIVE. REPLACEMENT SHALL MEAN FURNISHING, DURING THE APPLICABLE WARRANTY PERIOD, A NEW VEHICLE OR FACTORY RECONDITIONED VEHICLE OR COMPONENT THEREOF WHICH 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 VEHICLE OR COMPONENT THEREOF AT NO COST TO REPAIR THE VEHICLE; IT MAY PROVIDE FACTORY RECONDITIONED PARTS OR COMPONENTS. ALL PARTS AND COMPONENTS REPLACED UNDER WARRANTY SHALL BECOME THE PROPERTY OF **ACG**.

5. NO CONSEQUENTIAL DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, **ACG** ASSUMES NO RESPONSIBILITY FOR AND ASSUMES NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE OR USE OF OUR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOSS RELATED TO PROPERTY, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. TRANSFER OF LIMITED WARRANTY

This WARRANTY may be transferred upon the sale of the Vehicle to another private party. **The WARRANTY transfer must be made at the time of the Vehicle transfer. YOU must request the transfer in writing, and the ADMINISTRATOR must receive it within seven (7) days of the transfer.**

A Self-Addressed and Stamped #10 Envelope must accompany the request to transfer, along with the following Information:

- 1.) Name of New Owner,
- 2.) Complete Mailing Address
- 3.) Telephone Number,
- 4.) E-mail (if available)
- 5.) Vehicle Odometer Statement,
- 6.) Copy of Title showing transfer.

This WARRANTY must be given to the new owner at the time the WARRANTY Transfer is completed.

7. NOTICE:

IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

ACG reserves the right to inspect any product upon request before granting a warranty claim. Remember: Batteries need to be fully charged before they can be evaluated. Also, only the defective battery in a set will be replaced, not the entire set of batteries.

8. WARNING:

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

9. CONTACT INFORMATION:

For a list of authorized **ACG Dealers** in your area, visit **American Custom Golf Cars, Inc.** website at:

<http://www.acgcars.com/>

or call: **909-597-2885**.

Additional information about your warranty coverage, under Federal and California requirements:

HOW DO I GET WARRANTY SERVICE?

To get service under your warranties, take your vehicle to any **ACG Dealer** as soon as possible after the defect is discovered.

Your dealer will determine whether the repair is covered by the warranty.

If the dealer has a question about Warranty coverage, it will forward the question to **ACG**, which must make a final decision within 30 days after you bring your vehicle in for repair. [The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.] The deadline for a determination about Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither **ACG** nor your dealer is responsible. If a question about Warranty coverage is referred to **ACG**, you will be notified by **ACG** in writing if your claim for warranty coverage is denied.

The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, **ACG** will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and **ACG Dealer** is not available, or if a **ACG Dealer** cannot perform warrantable repair(s) within 3 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using **ACG** equivalent replacement parts.

ACG will reimburse you for the cost of these warranty repairs including diagnosis.

You must present the vehicle or defective component(s) or part(s) that are replaced and the repair receipt(s) to an authorized **ACG Distributor** or **ACG Dealer** or send the defective component(s) or parts and related receipt(s) for part(s) and the repair receipt(s), freight prepaid, to **ACG** at the following address:

Warranty Services
ACG, Inc.
15740 El Prado Rd.
Chino, CA 91710
USA

The reimbursement shall not exceed **ACG's** suggested retail price for the warranted parts that are replaced and labor charges based on **ACG's** recommended time allowance for the warranty repair and the geographically appropriate hourly repair labor rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

ACG recommends that you use Genuine ACG replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-ACG parts. If you decide to use non-ACG parts, be sure they are equivalent to **ACG Parts** in performance, quality, and durability. If you use replacement parts that are not equivalent to **ACG Parts**, your vehicle's systems may not work as effectively, and you may jeopardize your warranty coverage.

For vehicles within the warranty period, **ACG** will repair at no cost to the owner, under the Warranty, covered failures caused by properly installed **ACG Parts** or non-ACG parts that have been approved by **ACG**.

ACG is not responsible for the cost of repairing any failures caused by non-ACG parts that have not been approved by **ACG**.

The maintenance, replacement, or repair of control devices or systems can be performed by any automotive repair establishment or individual using ACG replacement parts or ACG approved parts without voiding your warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, ACG may have the right to deny you warranty coverage. To have repairs made under this warranty, you may have to show that you have followed ACG's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner Guide** and **Scheduled Maintenance Guide**.

Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter by your ACG Dealer, please contact ACG directly at:

Warranty Services
ACG, Inc.
15740 El Prado Rd.
Chino, CA 91710
USA

State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, **ACG** requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, **ACG** requests that you give us the written notice. Send your written notification to:

ACG, Inc.
15740 El Prado Rd.
Chino, CA 91710
USA

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Warranty Registration Form

ACG Form 11-009 [2011/05]

Owner Registration Second Owner Update Change of Address

Vehicle Information

Dealer/Seller: _____

Date of Sale: (MM/DD/YYYY) _____/_____/_____

Delivery Date: (MM/DD/YYYY) _____/_____/_____

Vehicle Identification Number: _____

Vehicle Model: _____

Make/Model Year: _____

Sales Type (Retail, Fleet, Leased, Other):

Vehicle Sold As: ☐ New ☐ Used - Previous Owner: _____

Check applicable:

- ☐ New Owner Registration ☐ Second Owner Registration
- ☐ Change Address

Customer Information

Customer **Name/Leasing** **Company:**

Street **Address:**

City/State/Zip:

Home Phone: _____ **Work Phone:** _____

Email: _____ @ _____

Leased to:

Street Address: _____

City/State/Zip: _____

Home Phone: _____ **Work Phone:** _____

E-mail: _____ @ _____

WARNING:

This form must be completed and returned to **ACG** within ten (10) days after purchase or lease of a new vehicle. If this form is not on file with **ACG**, we will not be able to honor a warranty claim.

Warranty Registration Form

ACG Form 11-009 [2011/05]

Owner Registration Second Owner Update Change of Address

Vehicle Information

Dealer/Seller: _____
Date of Sale: (MM/DD/YYYY) _____/_____/_____
Delivery Date: (MM/DD/YYYY) _____/_____/_____
Vehicle Identification Number: _____
Vehicle Model: _____
Make/Model Year: _____
Sales Type (Retail, Fleet, Leased, Other): _____

Vehicle Sold As: ☐ New ☐ Used - Previous Owner: _____

Check applicable:

☐ New Owner Registration

☐ Second Owner Registration

☐ Change Address

Customer Information

Customer Name/Leasing Company: _____

Street Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

Email: _____@_____

Leased to: _____

Street Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____

E-mail: _____@_____

WARNING:

This form must be completed and returned to **ACG** within ten (10) days after purchase or lease of a new vehicle. If this form is not on file with **ACG**, we will not be able to honor a warranty claim.



ACG, Inc.
15740 El Prado Rd.
Chino, CA 91710

909-597-2885

www.acgcars.com



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