

EVTAMERICA SALES POLICY DISCLOSURES

relating to technical factors, operational concerns, warranty issues, insurance claims, product returns and replacements and just about anything that we could think of that could be helpful and informative.

In fact, we are open to suggestions in case that we have left out answers to questions that we have not addressed. We aim to clarify honestly and directly any and all questions that may arise while establishing a clear understanding of our business policy in any and all purchase/sales transactions.

EVTAMERICA WARRANTY AND INSURANCE ISSUES – MUST READ – CAVEAT EMPTOR¹

Q: WHAT WARRANTY COVERS MY SCOOTER OR MOTORCYCLE?

Your motorcycle is covered by a ONE YEAR or FIVE THOUSAND KILOMETERS¹ (whichever comes first) limited warranty offered by the Parts Manufacturer for the following specific and essential Parts.

The warranty covers:

1. **The Hub Motor**
2. **The Controller**
3. **The DC to DC Converter**
4. **The Throttle**
5. **The Charger**
6. **The Equalizer**

Note:

EVTA Batteries have a 90-day limited warranty as of the date in which the vehicle is delivered. The replacement process is the same as any malfunctioning part under the Limited Warranty Policy. Other brands of batteries are not covered by any type of warranty unless specified by the Manufacturer through EVTAMERICA when sold to a customer.

The Limited Warranty is offered by the Parts Manufacturer through EVTAMERICA. No other Part other than those listed above carry any manufacturer warranty. Furthermore, gifts given by EVTAMERICA in promotional sales packages, such as a windshield and a trunk in the 2007 Z-20 model production, are not under warranty.

If a Part while under warranty ceases to function as a result of a manufacturing flaw, it will be replaced by EVTAMERICA and the Buyer will not be charged for the Part.

¹ EVTA odometers are in kilometers.

The procedure is as follows:

The "malfunctioning" part has to be shipped back to EVTAMERICA by the Buyer where it will be examined to determine the reason why it is not functioning. If EVTAMERICA determines that the Part in question does not function as a result of tampering or mistreatment, the warranty becomes null and void. If on the other hand EVTAMERICA determines that the Part in question ceased to function as a result of manufacturing flaw, then the warranty is valid and the Part will be replaced FREE of charge.

Note: The replacement under warranty of a Part is FREE. However, the cost of shipping is not included by the warranty. The Buyer has to assume the cost of shipping both ways.

Q: WHAT IS AN EXPENDABLE PART?

Expendable Parts are defined as those that are consumable such as brake pads, light bulbs, tires, plastics and unless specified to the contrary also batteries. Expendable Parts, if they break or cease to function have to be replaced at the expense of the Buyer. If they can not be purchased locally EVTAMERICA can sell them to the Buyer ONLINE at competitive prices. The cost of shipping and handling Parts to customers is not included in the cost of a Part.

Q: WHAT IS THE AVAILABILITY OF PARTS UNDER WARRANTY OR NOT UNDER WARRANTY?

EVTAMERICA should always be able to provide any spare Part needed for EVTA products. Some Parts may take some time to replace; when outdated or, in rare occasions, when no longer carried by the manufacturer. In such cases patience is required as we strive to satisfy a buyers need.

Q: HOW CAN I CANCEL MY ORDER AFTER EXECUTING IT?

To cancel your order you will have to contact us and let us know before the order has been shipped.

Note:

Once an order has been shipped, it cannot be cancelled and shipment cannot be stopped. If a Buyer chooses to cancel an order once it has been shipped, Buyer will be charged for shipping and handling back the order to where it was shipped from. Furthermore, any returned order will be charged a 30% restocking fee. (Thirty percent (30%) restocking fee means thirty percent of the cost of your vehicle. Shipping and handling costs are not refundable.)

Q: WHAT HAPPENS IF I DON'T LIKE THE VEHICLE I JUST PURCHASED?

We accept returns of **unused** vehicles for up to 30 days after you receive the electric vehicle. If you would like to return your vehicle, please notify us in writing. A representative will e-mail you a Return Material Authorization number (RMA) and return instructions within 24-48 business hours. (30 days after you receive the vehicle means within 30 days of the date in which the vehicle was delivered.) (The key word here is "**unused**". If a vehicle has been run for over 25 kilometers as specified by the odometer, it will be considered **used**)

Note:

You must pay for return shipping and handling (including insurance) and a 30% restocking fee on all

returned products. All unauthorized or used returns are subject to a 50% restocking fee. Damaged or tampered returns will be evaluated when received by us and a discount applied accordingly. You will not be refunded any amount to be specified until we can evaluate the vehicle returned at our specified facility where you are to ship the returned vehicle in accordance to your RMA instructions. The product to be returned must be crated in its original crate so that it may be safely returned without causing shipping and handling harm to the vehicle.

Q: WHAT HAPPENS IF THE VEHICLE I RECEIVE IS DEFECTIVE IN ANY WAY?

All our vehicles are inspected before shipping and handling. The inspection is very detailed and we make sure the vehicle is in good working condition. All vehicles leave our factory in perfect working condition. If they are not in perfect working condition they will not be shipped.

If a vehicle received by the Buyer is not in perfect working condition (not running properly or not running at all), EVTAMERICA has to determine as rapidly as possible why the vehicle is not working, considering the fact that it was in perfect condition before shipping. To expedite the process it is most important that the Buyer notify EVTAMERICA by writing immediately to support@evtamerica.com to report the problem encountered.

EVTAMERICA will try to immediately determine why the vehicle is not functioning. In diagnosing the problem with the help of the Buyer, EVTAMERICA Customer Support will determine if said problem is the result of damage caused by shipping and handling (which is not uncommon) or because of another unrelated reason. We will address both possibilities separately.

Q: WHAT ABOUT DAMAGE CAUSED BY SHIPPING AND HANDLING?

The first step is to determine what caused the damage. If in doubt, Buyer should first contact Customer Support (support@evtamerica.com) for assistance in diagnosing the cause of the damage. If the damage was caused by shipping and handling it is usually very obvious but this is not always the case. If in doubt Customer Support can assist Buyer in determining the cause of the damage. **If it is determined that the damage has been caused by shipping and handling then it is an INSURANCE issue and the solution of the problem is resolved through an Insurance Claim.**

If the vehicle was damaged as a result of improper handling by the freight people, it will be covered under the freight people's insurance policy or by the insurance policy ordered by the Buyer when purchasing the vehicle to cover potential shipping and handling damage. We always advise Buyers to include an insurance policy with the cost of freight. It is not that expensive and provides security. However, in most cases, EVTAMERICA will insure all vehicles being sent directly by EVTAMERICA to your shipping address and in such cases we let the Buyer know if the shipment, including the vehicle plus shipping and handling, is or is not insured.

Note:

DAMAGE CAUSED BY SHIPPING AND HANDLING is resolved through an Insurance Claim made to shipper. The claimant is whoever paid for the Insurance. However, the process of making an insurance claim is usually a joint initiative on the part of both the Buyer and EVTAMERICA.

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INSURANCE CLAIMS MUST BE QUICKLY AND EFFICIENTLY DOCUMENTED BY THE BUYER WITH PHOTOS OF THE DAMAGE AND TEXT DOCUMENTING THE EXTENT AND NATURE OF THE DAMAGE.

THIS DOCUMENTATION MUST BE SENT BY EMAIL TO damageclaims@evtamerica.com AS SOON AS POSSIBLE.

PLEASE DATE YOUR CLAIM AS PROOF OF TIMELY ACTION ON THE PART OF THE BUYER. THE FACT IS THAT INSURANCE COMPANIES ARE NOT PLEASED AT ALL ABOUT PAYING FOR INSURANCE CLAIMS AND WILL MAKE IT AS DIFFICULT AS POSSIBLE IF IN PARTICULAR THE CLAIMANT IS NOT ABLE TO PROVIDE PROOF OF DAMAGE.

EVTAMERICA WILL COOPERATE WITH BUYERS THAT HAVE SUFFERED SHIPPING AND HANDLING DAMAGE BY PROCESSING CLAIMS DIRECTLY. BUT EVTAMERICA NEEDS HELP TO DO THIS PROPERLY. THE AFFECTED PARTY HAS TO PROVIDE EVTAMERICA PROOF OF DAMAGE SUFFERED. THE DAMAGE HAS TO BE DOCUMENTED WITH TEXT AND PHOTOS.

If your vehicle arrives damaged inside the crate, please report damage within three (3) days of receiving the vehicle.

If you fail to report the damage or do it beyond those first 3 days, you may lose the opportunity to make an Insurance Claim. If you lose the opportunity to make an insurance claim, your only protection is the Limited Warranty for the specified Parts that carry a warranty. However, you must register your motor powered vehicle with EVTAMERICA within 10 days of receiving it; otherwise, the warranties are NULL and VOID. However, if you have purchased your vehicle ONLINE directly from EVTAMERICA, then your vehicle is automatically registered and the Buyer does not have to be concerned with registering it again.

Q: WHAT HAPPENS IF THE VEHICLE I RECEIVE HAS NO VISIBLE DAMAGE FROM SHIPPING AND HANDLING BUT YET THE CRATE SHOWS EVIDENCE OF STRESS AND THE VEHICLE IS NOT WORKING PROPERLY OR AT ALL?

We have enough experience in shipping and handling to understand that a vehicle delivered may not show visible damage and yet it may still be affected by it having been mishandled by shipping and handling. In most of these cases the crate will show some signs of stress which needs to be photographed and documented accordingly and forwarded to us as with any insurance claim. These exceptional situations are only valid if the delivered vehicle does not function at all or is not working properly when delivered. Again, time is of an essence, and the Buyers must report promptly and textually what his experience is with the vehicle received within 3 working days of delivery. This is a condition not established by EVTAMERICA only but in fact governed by the INSURANCE COVERAGE.

We always recommend that the Buyer contact technical support at support@evtamerica.com or by phone (305-450-3600) and report the condition (**preferably in writing**) of the vehicle received and explain as best as possible the problem experienced. Beyond those first 3 days your protection is limited to the limited warranty offered for specified parts.

Q: WHAT HAPPENS IF THE VEHICLE I RECEIVE IS DEFECTIVE IN ANY WAY AND CUSTOMER SUPPORT AGREES AND DETERMINES THAT THE PROBLEM IS NOT RELATED TO AN INSURANCE ISSUE.

If a vehicle received by the Buyer is not in perfect working condition (not running properly or not running at all), and it is determined by Customer Support that it is not an Insurance Issue, then EVTAMERICA will stand by its product and provide all the assistance necessary to repair the vehicle and restore it to its working condition at no expense to the Buyer.

Buyers must report promptly and textually what his experience is with the vehicle received within 3 working days of delivery to be provided full free assistance including free replacement of any Part that may be required. (The key issue here is to report the situation to EVTAMERICA within three (3) working days of delivery. If the Buyer decides to store his vehicle in his garage for an unspecified amount of time for whatever reason and then after that time discovers a problem, he will be in violation of the three day notification condition provided for reporting a problem and will therefore lose the benefits resulting from said condition.)

Buyers must understand that even though we will put our best effort to restore a vehicle to working condition it sometimes is a tedious process. Trying to diagnose a problem from a long distance over the phone can be a trying experience. Getting to the core of a problem and replacing a needed part takes time no matter how rapidly Customer Support wants to act. However, EVTAMERICA is hurriedly creating a dealer and repair facility network capable of attending local issues promptly. This list has already been posted on our website and it is rapidly increasing in number. EVTAMERICA wishes to provide Buyers with the best customer service possible. We are careful with the choices that we are making in incorporating reliable technicians with high business and ethical standards.

Q: WHAT HAPPENS IF THE VEHICLE BREAKS A FEW DAYS AFTER DELIVERY OR ANY TIME IN THE FUTURE?

Every vehicle purchased from EVTAMERICA carries a limited manufacturer's parts warranty as explained before. If your vehicle breaks after the warranty expires, our customer service department can still assist you in repairing your vehicle.

There is in fact more than one option which you can choose from. Let's review them.

The most obvious one is to deliver or ship your vehicle to one of our associated repair facilities to have it repaired. You will be charged for Parts and Labor and technicians could charge between \$40 and \$90 per hour for labor on any type of electric vehicle repair depending on the area of the country where the authorized repair facility is. If Parts need to be replaced you will be charged for them. If you are still covered under the limited warranty then those parts covered will be FREE, but if they have to be shipped to the repair facility you will be charged for shipping and handling and the warranty policy will be applied accordingly. Shipping and handling or delivery of a vehicle to a dealer or repair facility by a Buyer is not covered by any warranty. The Buyer must assume the cost of delivering the malfunctioning vehicle to the dealer or repair facility. Some repair facilities might be able to pick up your vehicle from wherever you have it as well as return it once that it is fixed, but most probably you will be charged for the service.

Nevertheless, before resorting to sending back the vehicle the first thing that Customer Support will do is to try to help you fix the problem yourself. You will be able to talk and or write to our technicians (support@evtamerica.com) who will try to diagnose or pinpoint the problem that you are having with your vehicle. If the problem can be diagnosed he will refer you to "[Quick Reference Guides](#)" that address the specific nature of your apparent problem and instruct you on how to fix said problem in an easy to understand format including photos and or videos. (See [HELP](#) page on our website) The purpose of doing it this way is to keep the cost down as much as possible for the Buyer. In fact, according to our Technical Department, most problems in our electric vehicles can be fixed this way.

If by chance you are not handy with technical issues or don't feel like trying to fix your vehicle, most probably we can locate for you someone who can repair your vehicle that is near you. Because spare Parts are readily available and may be purchased through EVTAMERICA online this should not be an expensive issue. Spare Parts can be purchased from EVTAMERICA and shipped to you anywhere. If still under warranty, Parts are FREE but you will have to pay for shipping and handling. You also have available to you in our website a list of [Dealers and Repair Facilities](#) that have already been credited by us as serious and reliable. However, EVTAMERICA always recommends that you request an estimate in writing for the cost of repairing your vehicle before you authorize the repair. Labor is not covered by any warranty. Buyer is responsible for the cost of any labor.

If we can not locate a trustworthy place that can fix your vehicle near you, which is quite unlikely, as a last resort you can always ship your vehicle to our Miami, Florida repair facility and we will fix it for you and return it once it is fixed. Again, shipping and handling, including insurance, both ways is paid for by the Buyer. You may use your own shipping and handling company if you prefer or think that you can get a better shipping and handling price. If the vehicle is under warranty based on our limited warranty policy already explained, parts covered under said warranty that need to be replaced will be replaced FREE of charge. We, in Miami, Florida will charge labor at a rate of forty dollars (\$40) per hour.

The fact is that electric vehicles rarely break down and are practically maintenance free. There are exceptions and they are:

1. When the vehicle has just been received and, as a result of shipping and handling (after several thousands of miles riding in various trucks and a long sea voyage), wires as well as nuts and bolts can become loose and will need tightening.
2. When the vehicle is left stored for a long time without use, particularly in a hot and humid environment where terminals and wires can become corroded or sulfated over time and need cleaning.
3. No doubt, a specific part such as a motor or a controller can suddenly fail for reasons unknown (usually a manufacturing flaw) and stop working even after having been tested thoroughly before shipping. We are always trying our best to reduce these isolated cases but, as with most electrical components that are new and complex, it does happen and it is almost impossible to

detect until the problem occurs. When it does happen, EVTAMERICA will replace the part as explained previously.

4. As a precautionary step it doesn't hurt to perform preventive maintenance from time to time by making sure that all terminals and connectors are tight and corrosion free. An electric vehicle, like any other vehicle, can and will suffer from continuous vibrations while running as well as the usual wear and tear that any and all vehicles experiences in their normal use over time. Check your vehicle and make sure that wires as well as nuts and bolts are tight.
5. As a last suggestion we recommend all Buyers not to destroy or throw away the crate in which your vehicle was shipped. Keep it in as best condition as possible for as long as possible until you are sure that your vehicle is stable and reliable.

In all cases EVTAMERICA stands by its products and will always try to assist you as much as it possibly can in resolving your problems and your needs. We firmly believe in electric vehicle transportation, its ease of use, its reliability, its functionality.

Q: OTHER LEGAL CONSIDERATIONS?

Applicable Law and Venue. All Parties agree that any Purchase or Sale Agreement with EVTAMERICA shall be construed and enforced under the laws of the State of Florida, U.S.A.

IN CASE OF CONFLICT

Venue - All parties to any Purchase or Sale Agreement and or Contract with EVTAMERICA agree and understand that any and all litigation shall be brought forward in Miami-Dade County, Florida, United States of America.

ⁱ The Terms and Conditions set forth in this document are applicable to any and all Buyers (Purchasers) of any and all vehicles sold by Electric Vehicle Transportation of America, Inc. (EVTAMERICA) and said conditions are part and parcel of the implicit Purchase and or Sale Agreement executed by the Purchaser and accepted by the Seller upon the realization of the transaction. By executing or realizing a Purchase you are agreeing and accepting the terms and conditions established by EVTAMERICA SALES POLICY DISCLOSURES set forth in this document.