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Warranty

January, 2008

1. WARRANTY COVERAGE PERIOD

ZAP (ZAP) warrants from the date of delivery to the first consumer, that each ZAP XEBRA Electric Vehicle (XEBRA) sold as "NEW" and "UNUSED" in **2008** and pre-delivered by an authorized ZAP dealer, will be free from any defect in material and/or workmanship for a period of:

SIX (6) MONTHS WARRANTY

NINETY (90) DAYS, for rental use owners

TWO (2) YEARS WARRANTY, on Alltrax Controller

All-Inclusive Coverage

ZAP will repair or replace, as its option, all genuine ZAP parts found faulty in material and/or workmanship, under normal use, maintenance and service, with genuine ZAP parts without charge for parts and labor, at any authorized ZAP XEBRA dealer during warranty coverage period.

All genuine ZAP accessories 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.

Except as otherwise provided herein:

2. WHAT IS NOT COVERED

- . Normal wear and tear items such as the charger plug and receptacle, seats, windshield wiper blades, trim pieces, fuses, decals (except safety decals), brake pads, 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 *ZAP Owner's Manual*.
- . Damages resulting from improper repairs, modifications or use of non-approved parts or repairs done by a non-authorized ZAP 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 condition.
- . Misusing the ZAP vehicle, such as driving over curbs, overloading or racing.

- . Tampering with the ZAP vehicle.
- . Altering or modifying the ZAP vehicle, including the body, chassis, mechanical or electrical.
- . Customer applied chemicals or accidental spills.
- . Using contaminated or improper fluids.
- . Non - ZAP parts installed after the vehicle leaves the ZAP factory or control.
- . Transportation expenses for warranty services (covered under the On-Site Program).
- . 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.
- . This warranty does not cover such tires that have failed as a result from normal wear, road hazards such as: (cuts, bruises, impacts, punctures, etc.); overloading, excessive speed, spinning on slippery surfaces, improper inflation, tire chains, wheel misalignment; improper application, damage caused by abuse, collision, accident, fire or vandalism. Any damage caused by a puncture or tire repair also is not covered.
- . Parts and labor needed to maintain the ZAP 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 ZAP to tow other vehicles, trailers etc., may void warranty.

3. VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANYWAY, INCLUDING, BUT NOT LIMITED TO, USE OF NON-GENUINE ZAP PARTS, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE VEHICLE TO CAUSE IT TO PERFORM OUTSIDE ZAP SPECIFICATIONS. THE WARRANTY IS LIKE WISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OPERATION AND MAINTENANCE SECTION OF THE OWNER'S MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

4 INTERNATIONAL SALES

All inclusions and exclusions of the ZAP Warranty apply, except for reimbursement for shipping of parts outside the United States.

5. HOW TO MAKE A WARRANTY CLAIM

Customer must give ZAP or authorized ZAP XEBRA dealer notice of any claim within a reasonable period of time, not to exceed thirty days. ZAP 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 ZAP XEBRA dealer. Prior to the beginning of repair or replacement of defective parts a repair/work order must be signed, and the ZAP XEBRA Warranty Registration Card and/or proof of purchase must be presented to the dealer. Dealer must have returned the PDI to ZAP. All parts replaced under this warranty become the property of ZAP.

6. DISCLAIMER

THIS WARRANTY IS EXCLUSIVE. ZAP MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ZAP AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND ZAP EXPRESSLY AGREE THAT THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER. ZAP MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, OR DEALER OF ZAP HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE, OR AGREEMENT WHICH IN ANY WAY VARIES

THE TERMS OF THIS WARRANTY. ZAP RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME, BEING UNDERSTOOD THAT SUCH MODIFICATION WILL NOT ALTER WARRANTY CONDITIONS APPLICABLE TO THE XEBRASOLD WHILE THIS WARRANTY IS IN EFFECT.

7. SOLE REMEDY

ZAP'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 ZAP'S OPTION, OF A VEHICLE OR COMPONENT THEREOF THAT ZAP 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 THE PURCHASER DURING THE APPLICABLE WARRANTY PERIOD. IF ZAP ELECTS TO REPAIR THE VEHICLE, IT MAY PROVIDE FACTORY RECONDITIONED PARTS OR COMPONENTS. ALL PARTS AND COMPONENTS REPLACED UNDER WARRANTY SHALL BECOME THE PROPERTY OF ZAP.

8. NO CONSEQUENTIAL DAMAGES

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

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

9. CUSTOMER ASSISTANCE

In the event of a controversy or a dispute arising in connection with this ZAP Warranty, ZAP suggests that you try to resolve the issue at the dealership level. We recommend discussing the issue with your authorized dealer's service manager or owner. If further assistance is required, please submit your complaint in writing to:

ZAP, Customer Service Department, 501 Fourth Street, Santa Rosa, CA 95401 USA.

Xebra@zapworld.com (707) 525-8658.