



ULTIMATE TOP DRIVES

# Limited Warranty

CABRA HYBRID ELECTRIC VEHICLE

ULTIMATE TOP DRIVES INC (“UTD”)

Rev. B

Release Date: 01/16/2023

**Ultimate Top Drives Inc. (“UTD”), United States and Canada**

**Limited Warranty:** Ultimate Top Drives Inc. (hereinafter referred to as “UTD”), hereby warrants to the original purchaser, that your new UTD Electric Utility Vehicle will be free from defects in material and workmanship for a period of one (1) year from date of purchase, except as provided below. Commercial Use Operators (defined below) are warranted for 90 days from date of purchase.

**UTD Warranty Responsibilities:** UTD, if notified of a defect in material or workmanship during the period of warranty, will repair or replace, at its option, defective parts covered by this warranty at no charge, other than the reasonable cost for the transportation of the component(s). UTD will also agree to pay reasonable charges for labor, if necessary, to perform a warranty repair.

**Warranty Claim Requirements and Procedures:** In order to be able to claim under this warranty the original purchaser must maintain and operate the vehicle in accordance with the instructions provided in the Operator’s Manual, the supplements thereto, and labels affixed to the vehicle. Additionally, within (10) days of the discovery of an alleged defect, the original purchaser must contact UTD’s Customer Service Department at 1-512-610-0090, 16742 Pawlin Drive, Suite 100, Selma, TX 78154 or via the internet at [www.ultimatetopdrives.com](http://www.ultimatetopdrives.com). The repair or replacement of any part or parts under this Limited Warranty shall not extend the term of the warranty beyond the original term as set forth above.

**General Exclusions:** This limited warranty does not cover component failure or damage caused by any of the following: abnormal strain or stress, neglect; abuse; improper assembly of components which were supplied in the factory sealed carton after the vehicle left UTD; improper maintenance, modifications, damage caused by use of non UTD accessories, improper use of the vehicle, including, but not limited to racing, jumping, stunt driving, or any other uses prohibited by the Operator’s Manual. Additionally, this warranty does not cover vehicles which are leased, rented, or used commercially. Expenses related to towing, storage, rental inconvenience, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this Limited Warranty.

**Specific Exclusions:** This limited warranty does not apply to components which are subject to normal wear and tear. These items include the tires and brake pads. Downtime, pick-up and delivery charges are not covered by this warranty. UTD and/or its authorized service dealer can, at UTD option, repair or replace warranted components under the terms and conditions offered by UTD OEM suppliers.

**Commercial Use Definition:** Commercial users of UTD products receive warranty coverage under this limited warranty from the date of first retail sale, or from the date on which the product was first put into service, whichever occurs first. Commercial use is defined as any work or employment related use of the product, or any use of the product which generates income, for any part of the warranty period, even if the product is only occasionally used for such purposes. Unexpired warranty coverage cannot be transferred either to or from a commercial use customer.

**NO IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY:** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SPECIFICALLY, UTD MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITATIONS SPECIFIED IN THE WARRANTY ABOVE ARE HEREBY DISCLAIMED BY UTD AND EXCLUDED FROM THIS WARRANTY. ADDITIONALLY, THIS WARRANTY EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE. SOME STATES DO NOT ALLOW A MANUFACTURER TO EXCLUDE OR LIMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES AND, THEREFORE, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY WILL LAST. IT IS POSSIBLE THAT THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY, FROM STATE TO STATE.

**Warranty Registration:** At the time of sale, the Warranty Registration Form must be completed by your dealer and submitted to UTD within three days of purchase. Upon receipt of this registration, UTD will record the registration for warranty. No verification of registration will be sent to the purchaser as the copy of the Warranty Registration Form will be your proof of warranty coverage. If you have not signed the original registration and received the customer copy, please contact your dealer immediately. Proof of Purchase will be required if registration was not completed.

**Warranty Service:** To obtain warranty service you must return your UTD product to the local authorized dealer or service center, or UTD (Selma, TX) and inform them of your warranty problem and provide proof of purchase before any warranty service can be provided. The authorized dealer or service center will inspect the product to determine what repairs or parts are needed and whether they are covered under this warranty. To locate the authorized dealer or service center nearest you please call UTD customer service at 512-610-0090, or visit our website at [www.ultimatetopdrives.com](http://www.ultimatetopdrives.com) for more information.

**Transfer of Warranty:** This limited warranty is transferable to a subsequent purchaser, but only for the remainder of the unused portion of the limited warranty. This will not apply to products used for commercial applications. To transfer the warranty to the subsequent owner, send a copy of the Bill of Sale, new owner's name, address, and product identification number (PIN) to UTD Warranty Registration Department address above.