

# **Sand Cat Vehicle General Warranty**

## **1. Introduction**

This document explains in detail the warranty coverage that applies to the Sand Cat vehicle.

## **2. The Warranty Term**

Subject to the terms contained herein:

- 2.1. The Warranty Start Date is the day of delivery of the vehicle at agreed place of delivery or the day the vehicle is first put into service, whichever occurs first.
- 2.2. Plasan's hereby warrants that the vehicle and its mechanical components will comply with the customer's specifications and shall be free and clear of defects in design, materials and workmanship for twelve (12) months following the Warranty Start Date.
- 2.3. Notwithstanding the above, Plasan specifically warrants that:
  - 2.3.1. the Chassis will be free and clear of defects in design, material and workmanship for the first to occur between: 36 months following the Warranty Start Date or 36,000 miles.
  - 2.3.2. the power train will be free and clear of defects in design, material and workmanship for the first to occur between: 60 months following the Warranty Start Date or 36,000 miles.
  - 2.3.3. the components of ballistic protection will be free and clear of defects in design, material and workmanship for 36 months following the Warranty Start Date.

## **3. Acceptance Test**

The Customer shall perform an acceptance test in accordance with the terms of the Purchase Agreement with the customer and shall notify Plasan within 7 days following the performance of such an acceptance test on any damage detected upon delivery.

## **4. Proper Maintenance**

It is the Customer's responsibility to make sure that all of the scheduled maintenance included in the User Manual as well as all other instructions contained therein are performed and that the materials used, meet Plasan specifications.

Failure to perform the scheduled maintenance or failure to follow any other instructions specified in the User Manual will invalidate the warranty coverage on parts affected by the lack of maintenance or instruction adherence.

## **5. Warranty Repair**

- 5.1. Plasan will, without charge, repair, replace, or adjust all parts of the customer's vehicle that malfunction or fail during its normal use for the duration of the applicable coverage periods as specified in section 2 herein above which occur due to a manufacturing defect in factory-supplied materials or factory workmanship.
- 5.2. The remedies under this written warranty are limited solely to the repair, the replacement, or the adjustment of defective parts. These exclusive remedies shall not be deemed to have failed their essential purpose so long as Plasan, is willing and able to repair, replace, or adjust defective parts in the prescribed manner.
- 5.3. Plasan is entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

## **6. Territory**

The warranties contained herein will apply only within the Country in which the customer's main offices are located and if the customer is a government than solely within the territory of that country.

## **7. Limitations and Disclaimers**

All of the warranties herein are subject to the following limitations and disclaimers:

- 7.1. These warranties are the only express warranties applicable to the vehicles. Plasan does not assume or authorize anyone to assume any other obligations or liabilities on its behalf in connection with the vehicles or with these warranties. No person, including Plasan's employees may modify or waive any part of these warranties.
- 7.2. The validity of these warranties is conditional on the customer being the party that is responsible for properly using, maintaining, and caring for the vehicles as outlined in the User Manual. Plasan recommends that the customer maintains copies of all maintenance records and receipts for review by Plasan.
- 7.3. Plasan's sole and exclusive responsibility under this warranty shall be to repair or replace any defective item, as Plasan shall choose at its sole and absolute discretion, provided that the vehicle has not been damaged by:
  - 7.3.1. misuse of the vehicle or handling, assembly, disassembly, or storage of the vehicle other than in compliance with all instructions provided to the customer in the User Manual such as but not limited to: accidents, collision or objects striking the vehicle (including driving through a car wash); theft, vandalism, or riot; fire or explosion; using contaminated or improper fuel/fluids; customer-applied chemicals or accidental spills; driving through water deep enough to cause water to be ingested into the engine, misuse of the vehicle, such as driving over curbs; overloading, racing or using the vehicle as a permanent stationary power source,
  - 7.3.2. alterations, changes, modifications, repairs and the like to any part of the vehicle other than by Plasan or any third parties authorized by Plasan to perform the aforesaid actions, such as but not limited to: alterations or

modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Plasan; tampering with the vehicle; tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems); the installation or use of a non-Plasan authorized part (other than a certified emissions part) or any part (Plasan or non-Plasan) designed for off-road use only installed after the vehicle leaves the control of Plasan, if the installed part fails or causes a Plasan part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance “chips”

- 7.3.3. Environmentally caused damages such as but not limited to surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements and further to the foregoing the customer will be the party that is solely responsible for dings, dents, cuts, burns, punctures or tears, road salt, tree sap, bird and bee droppings, windstorm, lightening, hail, earthquake, freezing, water or flood, stone chips, scratches (some examples are on paint and glass) and windshield stress cracks.
  - 7.3.4. Subjecting the vehicle to accident or to any form of attack, including without limitation ballistic attack;
  - 7.3.5. Costs of parts and labor needed to maintain the vehicle and the costs of replacement of parts when such costs are due to normal wear and tear as specified in the User Manual. Further to the foregoing the customer will be solely responsible for oil changes, oils, lubricants, other fluids, oil/air filters, tire rotation/inflation, cleaning/polishing, clutch linings, wiper blades, wheel alignments and tire balancing, brake pad/lining
  - 7.3.6. This warranty is also subject to any other conditions stated in the Purchase Agreement.
- 7.4. To claim under the warranty provided herein, the customer shall be required to notify Plasan in writing of the defect within 10 days of the defect arising, providing full descriptive details of the defect and the manner in which it was discovered. Where Plasan requires, the customer shall promptly send the defective item to Plasan’s premises, or allow Plasan representatives with access to the defective item. All costs or labor and materials in removing, transporting, returning and installing the defective items shall be at the sole cost of the customer.
  - 7.5. The customer hereby agrees and acknowledges that component parts of the vehicle covered by this warranty may be discontinued or modified at any time without notice provided to it. In such a case, Plasan shall substitute the affected components with components that are designated by Plasan to be of comparable quality.
  - 7.6. The warranty provided herein is provided solely and exclusively to the customer to the exclusion of all other parties. The Customer shall not be entitled to transfer the benefit of the warranty provided herein to any other party.

8. **Limitation of Liability.**

8.1. THE WARRANTY PROVIDED HEREIN REPRESENTS PLASAN'S ONLY WARRANTY TO THE CUSTOMER WITH RESPECT TO THE VEHICLES OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND, BY PURCHASING THE VEHICLES, THE CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). IN NO EVENT SHALL PLASAN BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT OR CONSEQUENTIAL CLAIMS OR DAMAGES INCLUDING WITHOUT LIMITATION, CLAIMS FOR DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, WHETHER OR NOT PLASAN WAS ADVISED OF THE POSSIBILITY THEREOF. PLASAN SHALL NOT BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES. BY PURCHASING THE VEHICLES HEREUNDER, THE CUSTOMER ALSO HEREBY WAIVES ALL RIGHTS, OBLIGATIONS AND WARRANTIES, OTHER THAN THOSE EXPRESSLY STATED HEREIN, AND EXPRESSLY ASSUMES ALL OTHER RISKS AND LIABILITIES. PLASAN'S LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE COST OF CORRECTING MANUFACTURING DEFECTS AS HEREIN PROVIDED AND UPON EXPIRATION OF THIS WARRANTY, ANY SUCH LIABILITY SHALL TERMINATE.

8.2. Plasan's Warranty does not cover:

- 8.2.1. Vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined;
- 8.2.2. Vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged;
- 8.2.3. Aftermarket parts or components, sometimes installed by Plasan, may not be covered by the Warranty. Any damage caused to Plasan components due to the failure of aftermarket parts (other than a certified emissions part) is not covered .