

Product Warranty

Product: Plug-in Hybrid Electric Vehicle Conversion Kit.

Enginer Shanghai warrants to the original owner-user that this Enginer product will be free from defects in material or workmanship. This warranty is limited to twenty-four (24) months from the date of original installation, whether or not actual use begins on that date, or twenty-five (25) months from date of shipment by Enginer within USA and Canada, or twenty-six (26) months in other countries, , whichever occurs first.

Product to be warranted should be registered through Enginer's official website (<u>www.enginer.us</u>) at the time of purchase / installation. You should present your product and proof of purchase to Enginer Shanghai or its authorized distributor / installer at the time of service during this warranty period.

Limitations and Exclusions

Enginer Shanghai's obligations under this warranty and the sole remedy for its breach are limited to repair, at its appointed venue, of any part or parts of its Enginer products which prove to be defective; or, in its sole discretion, replacement of such products. Enginer or its authorized distributor / installer reserve the right to inspect your product and the vehicle concerned before repairing or replacing your product / component. All returns of defective parts or products must include the product model number and serial number, and must be made through Enginer Shanghai. or its authorized distributor. Authorized returns must be shipped prepaid. Repaired or replacement parts will be shipped by Enginer F.O.B. shipping point.

1. The warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products.

2. All claims under the warranty provided herein must be made within thirty (30) days from the date of discovery of the defect. Failure to notify Enginer Shanghai of a warranted defect within thirty (30) days of its discovery voids Enginer's obligations hereunder.

3. The warranty provided herein shall be void and of no effect in the event that (a) the product has been operated outside its designed input / output capacity (voltage, current) and normal temperature condition (5°F—105°F); (b) the product has been subjected to misuse, neglect, accident, improper or inadequate maintenance, corrosive environments, or excessive thermal shock; (c) unauthorized modifications are made to the product; (d) the product is not installed or operated in compliance with the manufacturer's instructions; (e) the product is not installed and operated in compliance with Enginer's user manual, applicable mechanical and electrical codes; (f) the product is damaged due to accident, abuse, misuse, flood, fire, improper charging, neglect, or improper service, or (g) the serial number of the product has been altered, defaced or removed.

4. The warranty provided herein is for repair or replacement only. Enginer shall not be liable for any loss, cost, damage, or expense of any kind arising out of a breach of the warranty. Further, Enginer Shanghai shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, and nor for any loss of revenue, profit, use, damage of other components, personal damage or injury and / or any injury or liability to other persons or property, inconvenience, or labor, arising out of a breach of this warranty or in connection with the sale, maintenance, use, operation or repair of any Enginer product. In no event shall Enginer Shanghai be liable for any amount greater than the purchase price of a defective product. The disclaimers of liability included in this paragraph 4 shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

5. This warranty is the sole and exclusive warranty for Enginer products, and is in lieu of all other express and implied warranties. Enginer Shanghai specifically disclaims all other express and implied warranties, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.

No person or entity is authorized to bind Enginer Shanghai to any other warranty, obligation or liability for any Enginer product. Installation, operation or use of the Enginer product for which this warranty is issued shall constitute acceptance of the terms hereof.