



WARRANTY

Revised 9_21

Tomberlin™ Limited Electric Vehicle Warranty Consumer and Approved Commercial Applications

Tomberlin is part of the Columbia Vehicle Group, Inc., which provides a consumer-oriented warranty plan that is supported by leading community-based dealers and authorized service centers. Your satisfaction is our primary goal. As such, this warranty is written in a simplified manner to enhance clarity and understanding of what is and is not covered by Tomberlin.

The key to a positive ownership experience includes the recognition of the role the owner has in assuring correct maintenance and care are properly followed. In fact, incorrect care, improper care, or neglect of maintenance can void this warranty. The terms and conditions of this limited warranty are listed below.

Issued By: Columbia Vehicle Group, Inc. Note that some components are covered under different limited warranties provided by their manufacturer, such as (but not limited to) batteries, tires, and so forth. Please visit your dealer for additional information.

Issued To: The original individual purchaser, as reflected on the consumer warranty registration.

Coverage: Authorized Tomberlin parts plus limited labor for defective components whose failure is solely attributable to a manufacturing defect or workmanship. Failure must occur and be properly reported by an authorized Tomberlin dealer during the warranty period while the vehicle is under normal use. The approved warranty repairs must be provided by a Tomberlin authorized dealer or service center. In the absence of a full-service dealer, Tomberlin's limit of liability is restricted to a "parts only" warranty as detailed within this limited warranty, and only on a pre-approval basis.

Warranty Period: This Limited Warranty, as it pertains to specific covered components, will range from 6 to 60 months as detailed below, subject to the restrictions mentioned throughout this document. First and foremost, this is a 100% consumer use limited warranty. Any commercial use will void the consumer limited warranty. Tomberlin offers commercial limited warranty coverage. See page 8 for more information.

Product Covered: All Tomberlin electric vehicle models sold new by an authorized Tomberlin dealer in compliance with the sales procedures in place at the time of sale. Other models have restricted limited warranty coverage explained below.

Warranty Registration at the Time of Sale: Warranty coverage begins at time of the documented purchase. In addition, the transaction must be evidenced by a customer-signed Pre-Delivery Inspection form and subsequent Dealer Warranty Registration being received by Tomberlin within ten days of purchase. If the vehicle warranty registration form (submitted by the dealer) is not received within ten days of the retail transaction, this warranty will be considered void. Customers should make certain they maintain a readable copy for their own records of the following:

- Warranty Registration form
- Proof of payment
- Customer signed (dealer completed) Pre-Delivery Inspection form
- Owner's Manual

Transfer of Warranty (2017 Models or Newer): Remaining Consumer warranty coverage (which began at the time of the first owner's documented purchase) may be transferred to a new owner. This fee-based warranty transfer requires a Full-Servicing Authorized Dealer to (1) perform a Pre-Delivery Inspection (PDI) of the cart; (2) complete and submit the PDI and Warranty Transfer Document to Tomberlin; and (3) receive approval from Tomberlin. Consult with your Dealer for the applicable warranty transfer fee. The warranty for commercial applications is not transferable.

Consumers Responsibility is to assure they understand the vehicle, its speed settings, braking, restraint, and ride character. Customers should complete a test drive and receive training before taking final delivery. Dealer training should include safety and operational training, tire maintenance and care, how to charge, use of the charge cord, long term storage, local regulations, and so forth. Plus, you should be instructed to immediately report any malfunction to your dealer.

Tomberlin vehicles may look like a traditional golf car. However, they are engineered to perform more like an automobile. For example, Tomberlin models offer two maximum speed settings; have automotive-type 3-point seat belts; automotive-type pedals (i.e. accelerator and brake); and some have an automotive-type steering column. In addition, they have a firmer coil-over-shock suspension—like an on-road sports car—which provides superior handling and stability. Your dealer is prepared to explain, demonstrate, and answer questions you may have.

Full-Servicing Authorized Dealer: Only Authorized Tomberlin Sales and Servicing Dealers are authorized to receive warranted parts and labor to service the vehicle. Note: Generally, Tomberlin owners enjoy a better service experience utilizing a Full-Servicing Authorized Dealer.

Authorized Service Centers: Authorized Service Centers are in areas where we do not have a Full-Servicing Authorized Dealer. Tomberlin, upon pre-approval, may provide free parts to the Authorized Service Center (without labor reimbursement) for covered parts as detailed herein under the following guidelines. A Tomberlin Service Center must complete a Parts Only Service Center form and ship any part desired to be replaced due to a manufacturing defect to the address as specified with the Service Center procedures. Other procedures must be in compliance—such as maintenance, proof of registration, and so forth. All parts seeking to be replaced must be submitted while under an active warranty period as specified herein. All other terms and conditions apply.

Servicing Business: In lieu of a Full-Servicing Authorized Dealer or Authorized Service Center, Tomberlin, upon pre-approval, may provide free parts (without labor reimbursement) for covered parts as detailed herein under the following guidelines. A servicing business must receive pre-approval and ship any part desired to be replaced due to a manufacturing defect to the address as specified with the servicing business procedures. Other procedures must be in compliance—such as maintenance, proof of registration, and so forth. All parts seeking to be replaced must be submitted while under an active warranty period as specified herein. All other terms and conditions apply.

Tomberlin Parts: Any part determined solely by Tomberlin to be defective due to faulty workmanship may be repaired or replaced at the sole option of Tomberlin with new, remanufactured, and/or certified replacement parts and will also be warranted for the remaining balance of the vehicles warranty period as it relates to that particular component.

Maintenance Cost: All routine maintenance and care is at the expense of the owner and should be conducted only by authorized Tomberlin Dealers. See routine maintenance and care instructions in the Owner's Manual. You may also visit www.tomberlin.net for additional current information on maintenance, proper care, and safe driving habits.

Owners Responsibility: The limited warranty period is dependent upon adherence to proper care and maintenance. As such, it is the responsibility of the owner to operate and properly maintain their Tomberlin product by following the guidelines, instructions, and recommended maintenance programs and schedules in the Owner's Manual—including those detailed in this document. Unfortunately, we have experienced many examples of improper care and maintenance—some of which can result in component damage, fire, accidents, injury, and death. Examples include:

- Manipulating controllers for more speed or torque. Installing stereos and electronics that are spliced into the wrong wires.
- Installing the wrong size or brand of batteries. Using inappropriate extension cords to charge the vehicle.
- Modifying or raising the center of gravity. Installing the incorrect size tires, wheels, or lift kits.
- Installing aftermarket light kits, trailer hitches, cargo beds, and other accessories.
- Improper long-term storage or long periods of no use.

The following warranty information is for all 2021 and newer Tomberlin E-MERGE models.

<p>CONSUMER WARRANTY PERIOD & MODELS: The following warranty periods are subject to exclusions detailed in this document.</p>	<p>Properly maintained components covered under this Limited Warranty for the period in the corresponding left column include:</p>
<p>Five Years</p>	<p>Steering wheel, steering column, front and rear body deformation (excludes paint, cracks, spills, and contact damage), upper structure welds, *A-arms, *front spindles, rear swing arms, brake caliper deformation, stainless steel hardware, frame, steel upper frame brace component welds, hip restraint, wheels. *Note: Non-OEM wheels will void this coverage.</p>
<p>Three Years</p>	<p>Properly maintained battery cables (no corrosion), shocks and coil springs breakage, front wheel hub, steering gear rack and grease Zerk fittings.</p>
<p>Two Years</p>	<p>Motor, motor brake, controller, on-board smart charger, switch housing, seat hinges, master cylinder, DC to DC converter, steel brake line and front brake disc, rear drum, transaxle assembly, accelerator pedal, brake pedal assembly, headlight assembly (not the bulb), bushings, primary wire harness breakage (not due to water), switches including turn signal stalk.</p>
<p>One Year Standard consumer coverage period unless components are otherwise listed above or below.</p>	<p>Tie-rods, power steering, and all other items and components not mentioned above or specifically excluded as noted below. Excluded items include front and rear bumpers, dash, windshields, and any damage due to impact from foreign objects, vandalism, or accidents to include shipping damage which is covered by the carrier subject to certain notification requirements.</p>
<p>Six Months</p>	<p>Seat coverings, body finishes, and Tomberlin accessories installed at the factory or properly installed by a Tomberlin authorized dealer. Canopies, headliners, floor mats, electrical connections, components including audio systems, sensors, solenoid, trim, decals, and switch connections.</p>
<p>90 Days</p>	<p>Elite Enclosures</p>
<p>Batteries & Tires</p>	<p>Batteries shipped with the vehicle to the dealer by Tomberlin, limited coverage as detailed below. If batteries are not shipped to the dealer by Tomberlin, no Warranty other than coverage provided by the battery manufacturer if any. Tire warranties provided by the tire manufacturer if any.</p>

**In some cases, there may be surface rust on various metal parts like the frame and/or other steel components, which will not affect the functionality of the component.*

Exclusions: This warranty does not cover components damaged by abuse, alteration, neglect, accidental damage, misuse, or malfunction resulting from a collision, accident, impact, commercial applications or use outside of the intended use of the vehicle. Any promises, statements, or service agreements with a particular Tomberlin dealer or service center are between you and the dealer. Dealer promises, statements, written or otherwise are not the responsibility of Columbia Vehicle Group, Inc. to execute, fulfill or perform. Secondary damages of any kind or nature are not covered. Examples of what is not covered are damages caused by overfilling the batteries that may result in rust, corrosion and/or floor damage. Vehicle damage caused by improper care, heat conditions due to improper torque, care or storage or using light duty charge cords. Do It Yourself efforts are excluded from coverage without prior written approval by Tomberlin. Verbal statements and/or agreements between the consumer, dealer, or 3rd party are considered null and void as it relates to this warranty; which is governed solely by the written limited warranty defined in this document. Any modifications to this warranty must be signed off by a corporate officer of Columbia Vehicle Group, Inc.

Wear items are excluded. This exclusion includes tires, brake pads, brake shoes, motor brushes, wiper blades, paint finish, bulbs/fuses, and so forth.

Additionally, warranty will be denied and does not include the failure of any part or accessory due to abuse, misuse, acts of nature, acts of God, improper installation or maintenance, a low fluid level, and use of a fluid other than specified by Tomberlin. The installation of any part that is not provided (or authorized) by Tomberlin will void this warranty—including use of the vehicle in competition or racing events. Other exclusions include the following:

- Any failure associated with modifying the vehicle or installing accessories unauthorized by Tomberlin
- Any incidental expenses or inconvenience you may suffer due to the loss of use of your vehicle
- Any vehicle that has been declared a total loss or sold for salvage adjustments/repairs
- Routine maintenance items or service procedures recommended by Tomberlin
- Electrical components damaged by loose connections, power surges or poor care
- Driving through water deep enough to cause electrical system damage
- Corrosion of battery terminals or damages relates to spikes in electrical power
- Altering the vehicle’s performance or use beyond its original intended use and performance envelope
- Fading, blemishes, scratches, or surface deterioration due to exposure and normal wear and tear

Battery Care and Maintenance: As a reminder and in addition to other guidelines, owners are advised to perform the following minimum amount of care and maintenance to maintain an active and valid warranty for lead-acid and EVOLVE Lithium batteries. While vehicles are being stored, the battery system must be maintained. Minimum maintenance requirements are as follows:

Maintenance	Lead-Acid	NexSys	EVOLVE
Fully Charge at least every 30 days	√	√	
Check water level weekly and after fully charging	√		
Use only distilled water if required	√		
Add water to bring level to the top of the plates before charging	√		
DO NOT charge battery when plates are exposed to air	√		
Inspect battery connections when charging	√	√	√
Ensure that the key switch is set to the OFF position when the vehicle is not in use to avoid rapid discharge of the batteries.	√	√	√
Always keep batteries fully charged	√	√	
Always charge batteries with the charger provided with the vehicle	√	√	√
The charger provided is specifically matched to the battery pack in the vehicle	√	√	√
Avoid charging batteries when ambient temperature is above 120 F	√	√	113 °
Never discharge batteries when charge levels are below 20% of capacity	√	√	

Tomberlin believes the customer is best served by having a fresh battery pack installed at the time of purchase by the dealer.

Battery Warranty: Conventional Lead-Acid

<p>Tomberlin offers US Batteries and Trojan batteries.</p> <p>Battery warranty is provided if Tomberlin-approved batteries are included at time of vehicle shipment to the dealer, and if properly maintained by dealer prior to sale.</p> <p>Consult with you dealer if batteries were not included with the vehicle when shipped to the dealer.</p> <p>Warranty period begins on the date of documented purchase.</p> <p>Battery warranty is subject to restrictions, proper battery care and maintenance guidelines in the owner’s manual of the Battery Manufacturer. Battery replacement and verification of defect must comply with the battery manufacturer procedures in place.</p> <p style="text-align: center;"># Months Since Documented Purchase</p>	<p>Tomberlin will credit dealer up to the following percent for a battery found defective due to manufacturing defect upon verification by Tomberlin.</p> <p>Tomberlin dealers will apply the corresponding percentage in the chart below based upon the elapsed time since the date of documented purchase.</p> <p>Customer will be responsible for paying to dealer the remaining percentage due.</p> <p style="text-align: center;">Tomberlin Dealer</p>	<p>Customer will be responsible for paying the following percentage of dealer charge to replace the covered battery.</p> <p>The amount will be credited toward the approved battery replacements as approved by Tomberlin that are in use at the time of the battery credit. The credit is only valid at authorized Tomberlin dealers or Service Centers.</p> <p style="text-align: center;">Customer</p>
US Batteries		
31-40 Months	25%	75%
21-30 Months	50%	50%
13-20 Months	75%	25%
1-12 Months	100%	0%
Trojan Batteries		
20-28 Months	25%	75%
14-19 Months	50%	50%
9-13 Months	75%	25%
1-8 Months	100%	0%



LIMITED WARRANTY AGREEMENT COVERING NEXSYS® BATTERY AND CHARGER PACKS FOR SMALL TRACTION APPLICATIONS

EnerSys Delaware Inc. ("EnerSys") warrants the NexSys® battery products which include an integrated battery charger ("Pack") to be free of defects in workmanship and materials for a period of twenty-four (24) months from date of shipment ("Warranty Period"). Please refer to 29.00NXSCW for charger warranty details. In addition, the Pack is warranted to deliver 80% of the rated ampere-hour (Ah) capacity at the 8-hour rate when tested under EnerSys supervision for thirty-six (36) months from the date of shipment. If the Pack fails to deliver 80% of its rated capacity at the 8-hour rate after twenty-four (24) months under the above conditions, EnerSys will credit the original purchaser ("User") an amount equal in dollars to the list price of the replacement blocs multiplied by the months of unexpired life divided by thirty-six (36). Credit will be issued against the purchase of the equivalent EnerSys blocs. Where a Pack is not placed into service immediately, the Warranty Period will commence when the Pack is placed into service, but no more than thirty (30) days after shipment.

If defects in workmanship or materials are found within the initial twenty-four (24) months of the Warranty Period, or if the Pack fails to deliver 80% of its rated capacity at the six (6) hour rate in the first twenty-four (24) months, EnerSys, in its sole discretion, will determine whether to repair or replace the Pack or its parts at no charge. When a no-charge replacement Pack is issued within the Warranty Period, the replacement Pack's warranty will not exceed the Warranty Period remaining from the original Pack. Parts and labor for Packs shipped outside of the contiguous United States and Canada have a warranty of one (1) year. This warranty applies to the original purchaser ("User") of the Pack and is nontransferable. Freight and travel are the responsibility of the User, F.O.B. the nearest authorized EnerSys facility.

This warranty is subject to the following terms and limitations:

- (1) Repair by anyone other than an authorized EnerSys representative shall void this warranty.
- (2) The Pack must be sized properly to perform the duty cycle originally intended, and the Pack must not be required to perform a duty cycle in excess of the originally intended one.
- (3) The Pack must be charged and maintained in accordance with EnerSys current published Operating and Maintenance Instructions for NexSys Batteries Section 25.10 (hereinafter "Section 25.10"). Failure to follow the current EnerSys published guidelines and/or instructions may invalidate the Pack warranty, at the sole discretion of EnerSys.
- (4) The ambient temperature range of use for the Pack is between 50° F and 113° F, any use outside of this range must be approved by an EnerSys representative.
- (5) This warranty is invalid if the Pack is subjected to misuse, physical damage or abuse other than normal wear and tear.
- (6) Daily depth of discharge must be limited to 80% (as shown in Section 25.10).
- (7) EnerSys authorized representatives shall have access to the Pack at reasonable hours and intervals for purposes of inspection.
- (8) EnerSys, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice.
- (9) The acceptance of a Pack shipped to EnerSys shall not be deemed an admission that the Pack so shipped is defective. The Pack shipped back to EnerSys, shall, in EnerSys sole discretion, become EnerSys sole property.

THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE PACK WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PACK. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE PACK.

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.



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EVOLVE L210 Lithium Battery Limited Warranty

Columbia Vehicle Group, Inc. gives a five-year, 36,000 mile (57,936 kilometers), whichever comes first, Limited Warranty parts and labor warranty on the EVOLVE L210 lithium-ion battery against defects in materials or workmanship on your E-MERGE vehicle.

All batteries experience some reduction in capacity/range over time. A capacity/range reduction of 40% or less during the battery warranty period does not constitute a defect. Any capacity/range related claims must be confirmed by an Authorized Dealer and approved by Columbia Vehicle Group, Inc. to be eligible for coverage. In addition to the Lithium Battery Warranty Coverage exclusions detailed within the E-MERGE 5-year warranty, the battery warranty also excludes failure, damage or capacity loss to the battery caused by neglect, lack of charging or not following the recommended maintenance schedule outlined in the E-MERGE Operator’s Manual.

Battery coverage in this Limited Warranty begins on the date of purchase by the original retail purchaser and continues for sixty-months or 36,000 miles (57,936 kilometers), whichever comes first. During this time period, Columbia Vehicle Group, Inc. warrants your vehicle’s EVOLVE L210 battery against defects in materials or workmanship. After thirty-six months in service, a defective battery will be replaced on a manufacture/customer shared basis provided that the warranty limit of 36,000 miles (57,936 kilometers) has not yet occurred. Review the guidelines in the table below:

Term for vehicles with less than 36,000 miles (57,936 kilometers)	Warranty Coverage for Evolve Batteries deemed defective by Columbia Vehicle Group, Inc.
Purchase Date – 36 Months of Service	100% of the cost of an approved Evolve Battery at an Authorized Tomberlin Dealer
37-Months – 60-Months	50% of the cost of an approved Evolve Battery at an Authorized Tomberlin Dealer

Lithium Battery Warranty Exclusions

This Limited Warranty may be voided or limited at the sole discretion of Columbia Vehicle Group, Inc. (i.e. the “Company”) if the vehicle and or battery/charger:

- Has electrical accessories that are not manufactured or sold by the Company for use with the vehicle or any electrical energy consuming devices installed directly to the battery pack.
- Shows indications that the battery pack was disassembled, opened, or tampered with in any way.
- Shows indications that attempts may have been made to intentionally reduce the battery pack life.
- Shows indications that routine maintenance was not performed in accordance with the E-MERGE Operator’s Manual provided with the vehicle, including but not limited to: proper tire inflation, lack of proper charging, and non-recommended lubricants were applied to the vehicle and any part thereof.
- Shows indications that the speed governor was adjusted or modified to permit the vehicle to operate beyond Company specifications.
- Shows water damage from being submerged.
- Shows evidence of being pressure washed.
- Shows evidence of being short circuited or “jumped” to another battery pack.
- Shows improper use and/or storage outside the limitations listed in the table below:

Storage and Operation Limitations*	Time Allowed
Short term storage temperature requirements: -4°F (-20°C) to 104°F (40°C)	30-days
Long term storage temperature requirements: -4°F (-20°C) to 86°F (30°C).	180-days*
Operation temperature requirements: below -4°F (-20°C) and above 140°F (60°C)	Not Allowed
Charging temperature requirements: below 32°F (0°C) and above 113°F (45°C)	Not Allowed

*Short and long-term storage number of days apply to a fully charged battery on day one, and properly stored batteries as defined in Long Term Storage section of this E-MERGE Operator’s Manual.

Additional Warranty Considerations

OEM installed Battery Exclusions: Batteries that fail due to customer abuse or improper care such as lack of maintenance, under-charging, or over-charging to include improper electrolyte levels due in part to overwatering or under watering. Batteries that fail due to fire, wreckage, explosion, or freezing. Batteries that have been allowed to discharge while in storage or improperly installed such as loose or corroded hardware.

Battery Replacement: In the event a manufactured defect is determined, the battery manufacturer must approve. Only the defective battery in a set will be replaced subject to the terms herein.

Replacement Parts: Parts replaced under this warranty become the property of Tomberlin and Tomberlin will make the final decision whether to repair or replace any existing part or assembly. Factory remanufactured, or certified replacement parts may be utilized for some warranty repairs.

Pick Up, Rental, and Delivery: This limited warranty does not cover any pickup and delivery reimbursement.

Remedy: The only remedy (sole remedy) under this limited warranty is Tomberlin will repair or replace any parts determined to be defective at the sole discretion of Tomberlin. Tomberlin makes no other warranty of any kind, expressed or implied.

Merchantability: Any expressed or implied warranty of merchantability and fitness for a particular use, or purpose that in anyway exceed the limits of time or obligations as stated in this limited warranty are hereby disclaimed.

Tire Care: Tomberlin vehicles have a firm sports-car-like ride that tracks well with an emphasis on lateral stability. We engineer a “feel-the-road” sensation via rack and pinion steering; and provides a tighter road-hugging ride compared to a traditional golf car. Proper tire care is critical to aid in enhancing a safe and improved ride. Proper storage habits, properly inflated tires, and keeping the vehicle correctly aligned will offer a much longer tire life as well as improved ride.

Flat Spots: Flat spotting or wheel bounce can occur in virtually any tire. However, golf car tires and wheels are more susceptible (due to size and width)—especially in warm climate areas and when parked for several days. Visit the Tirerack website links below to learn more about proper tire care, storage tips, and ways to reduce flat spotting which can produce a bouncy ride. Go to the following sites (or similar sites) for more information.

<http://www.tirerack.com> and <http://www.tirerack.com/tires/tiretech/techpage.jsp?techid=42>

Tire Cradles: Tomberlin recommends removing the weight of the vehicle from the tires when in storage (or not used) for more than a week. Tire cradles may offer a simpler method to aid in the reduction of tires getting out of round. Visit <http://www.griotsgarage.com> and type in “flat spot eliminator” in the search window; or go to www.tirecradles.com or similar sites to learn more. *Tomberlin provides these tips as an aid to our consumer’s own research and knowledge. Tomberlin has no affiliation with any of these companies and makes no recommendation, warranty, results, or value associated with their offerings.*

Design: Tomberlin does not assume any responsibility to modify components or vehicles existing in the market due to new or ongoing designs, modification, or technology previously unknown to Tomberlin. Tomberlin reserves the right to make design changes to product without notice.

State Law: Some states do not allow implied warranty limitations and may not be applicable to certain owners.

Safety: Make yourself fully aware of how to operate and care for your vehicle. Always wear your seat belt, know your vehicle, remove your keys, and engage your brake before exiting. Staying alert and using common sense saves lives and aids in assuring a safe driving and ownership experience. In addition, make certain those who you permit to drive your vehicle are of lawful age, have read the owner’s manual, and have a clear understanding of its’ operation.

Tomberlin Golf Cars configured as a PTV (Personal Transportation Vehicle) operate up to 19 mph.

Tomberlin Golf Cars configured as a LSV (Low Speed Vehicle) operate up to 23-25 MPH.

Commercial Applications

Rentals, Commercial, Industrial or Institutional Use: Tomberlin E-Merge vehicles used for approved Rent, and/or in Industrial, Commercial, and Fleet type applications are warranted for a six-month. Other applicable terms as to care, maintenance, and procedures as detailed herein will apply.

Additional Limitations: In no case shall Tomberlin be liable for indirect, incidental, punitive, or consequential damages, including but not limited to death, personal injury or property damage arising from or related to any alleged failure in a vehicle or battery charger, or any damage or loss to the purchaser or any third party for lost time, inconvenience, or any economic loss, whether or not company was apprised of the foreseeability of such damages or losses. The right of purchaser to recover damages within the limitations set forth in this section is purchaser's exclusive alternative remedy if the limited remedy of repair or replacement of the vehicle fails of its essential purpose. The parties agree that this alternative remedy will be enforceable even if the limited remedy of repair or replacement fails of its essential purpose. Any legal claim or action arising that alleges breach of warranty must be brought within three (3) months from the date the warranty claim arises. This limited warranty gives you specific legal rights and you may have other rights which vary from state to state. Some states do not allow the exclusion of incidental damages or limitations on how long an implied warranty may last, so the above exclusions and limitations may not apply to you. The warranty for commercial applications is not transferable.

Other Company Rights: Tomberlin reserves all rights to improve, modify or change the design or operation of any Tomberlin vehicle or component without being responsible to modify previously manufactured vehicles. This Limited Warranty cannot be changed without written approval of Company CEO and no other person, employee, agent, dealer, distributor has any authority to bind the company beyond the terms herein.

All parts that are warranted shall be stored for up to three months then shipped to Tomberlin with proper documents, failure codes, VIN, original owner—including various explanations of what took place. All parts are invoiced when shipped and due in accordance with procedures and policies on file, typically 15 to 30 days, and warranty credits will be applied as approved and in compliance with Tomberlin procedures.

This document more fully explains the coverage's, time line of coverage periods and term to include the restrictions associated with all Tomberlin Limited Warranties. In the event of conflicting written statements or lack of clarity, the shorter coverage period and/or more restrictive language shall apply but in no case, shall go beyond those explained herein.

Columbia Vehicle Group, Inc.

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