AEV VEHICLE LIMITED WARRANTY

1. AEV New Vehicle Limited Warranty. StreetCar ORV, LLC d/b/a American Expedition Vehicles ("AEV") provides the following AEV New Vehicle Limited Warranty ("Warranty") on its parts and labor.

1(a). 12 Month/12,000 Mile Warranty. AEV warrants the following parts and their installation to be free from defects in material or workmanship for 12 months or 12,000 miles, whichever occurs first:

- 1. Windshield graphics
- 2. Cowl decals
- 3. Tailgate badge
- 4. Painted Wheel Finish
- 5. Finish on all metallic exterior body components, such as Front Bumpers, Winch Mounts, Skid Plates, Rear Bumper, Tire Carriers, Corner Guards, 3rd Brake Lights, Sliders, Suspension Brackets etc.
- 6. Painted surfaces, such as Hoods or custom body colors (refer to section 9)

1(b). 36 Month/36,000 Mile Warranty. AEV warrants the following parts and their installation to be free from defects in material or workmanship for 36 months or 36,000 miles, whichever occurs first:

- 1. Structural integrity on all metallic exterior body components, such as Front Bumpers, Winch Mounts, Skid Plates, Hoods, Rear Bumpers, Tire Carriers, Corner Guards, 3rd Brake Lights, Sliders, Suspension Brackets etc.
- 2. Structural integrity on all plastic components, such as Snorkels, Jack Bases, Rear Bumper Water Tanks etc
- 3. Shocks absorbers
- 4. Suspension springs
- 5. AEV Electronic Module, such as the ProCal, Hemi engine controller, speed control module, etc.
- 6. Instrument Cluster
- 7. Certain parts that are not manufactured by AEV and are not mentioned in section 1(d). as carrying the original manufacturer's warranty. This would including lights, winches, differential gears, leather seat covers and seat heaters.
- **1(c).** Lifetime Warranty. AEV provides a lifetime structural warranty on its wheels.

1(d). Non-AEV Parts. Certain parts that are not manufactured by including tires, engines, transmissions, or any production or service part from Chrysler or Mopar, will carry the original manufacturer's warranty, however AEV warrants the installation of these parts for 36 months or 36,000 miles, whichever occurs first.

2. Limitations. The Warranty will not cover:

- a. Malfunctions or failures caused by improper or inadequate maintenance, as outlined in the AEV Owner's Manual and Chrysler/Jeep Owner's Manual (oil changes, tire rotation, regular washes, etc.).
- b. Parts or assemblies that are used on a vehicle in an application for which AEV did not approve.
- c. Parts or assemblies that are not installed or supplied by AEV.
- d. Parts or assemblies that are installed after AEV delivers the vehicle, or AEV parts that fail as a result of non-AEV parts that are installed after AEV delivers the vehicle.
- e. Seats worn, soiled or torn by a foreign object.
- f. Seats or any component that have faded or deteriorated as the result of normal use or exposure.
- g. Paint damage including chips, scratches, dents, or dings caused by normal use or weather, including but not limited to stones, rocks, bird droppings, tree sap, wind, or hail.
- h. Normal paint deterioration due to exposure to the elements, environmental or industrial fallout.
- i. Glass breakage or scratches, unless evidence is presented to substantiate that the breakage was due to a defect in the workmanship or materials used by AEV to modify a vehicle.
- j. Malfunctions of any part directly caused by misuse, modifications, improper adjustments, alterations, tampering, use of leaded gasoline, or contaminated fuel.
- k. Any involvement of the vehicle in racing or competition of any kind, regardless of whether the failure can be directly linked to the race or competition.
- I. Damage resulting from an accident, collision, fire, flood, storm, theft, vandalism, riot, object striking the vehicle or an "Act of God".
- m. Damage caused by automatic car washes.
- n. Incidental or consequential damages, loss of time, inconvenience, loss of use, commercial loss caused by a warrantable malfunction.
- o. Rental car charges.
- p. Diagnostic charges that do not result in the detection and correction of a warrantable condition.
- q. Disconnecting or altering the odometer, or where the actual mileage cannot be determined due to the odometer being inoperative for an extended period of time.
- r. Any part that is covered under Chrysler/Jeep's Warranty.
- s. Customer-specified parts. From time to time, customers may request AEV to install additional parts that are not standard or optional items in AEV's vehicle packages. In this case, AEV will not provide any warranty, expressed or implied, on these parts or their installation.
- t. Parts listed for any reason as "Excluded" on AEV's Warranty Activation form.
- u. Slight irregularities not recognized as affecting the quality or function of the vehicle such as a slight noise or vibration items considered characteristic to the vehicle
- **3. Transfer.** The Warranty is transferrable.

- 4. Start Date. The Warranty coverage will begin on the earlier of the following:
 - a. Date of retail sale.
 - b. Date the vehicle is put into service (for example as a Dealer Demonstrator).
 - c. Date the vehicle accrues 150 miles over the mileage noted on the day of delivery to the Dealer.
 - d. 3 months after AEV delivers the vehicle to the Dealer.

5. AEV Obligations; Warranty Limitations. AEV warrants that each part described in Section 1(a) – 1(c) will be free from defects in materials or workmanship for the applicable warranty period described in Section 1(a) – 1(c) and no other warranty, express, implied or statutory, shall be implied. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. If any defect in AEV's parts or workmanship is discovered within the warranty period and is otherwise not limited by the terms of this Warranty, AEV shall, at its sole election, either (i) repair and make good on the defective parts or labor, (ii) have repair completed at an AEV Certified Dealer, or (iii) reimburse the Owner or other repair facility for the work. When reimbursing the Owner or a non-Certified AEV Dealer, AEV will reimburse a sum not greater than the sum AEV would charge any other person for comparable work at its premises. AEV's liability and obligations for any warranty claim is expressly limited to that outlined in this Section 5, and is conditioned upon the Owner complying with the terms of this Warranty. AEV makes no representations or warranty in regard to compliance of AEV VEHICLES for which a Hemi V8 engine is installed with any or all emissions and associated compliance.

6. Owner Obligations. Owners must follow the operation, care and maintenance instructions as outlined in the AEV Owner's Handbook and Warranty Supplement, and the Chrysler/Jeep Owner's Manual.

Owners must notify AEV or a Certified AEV Dealer within 14 days of discovery of a malfunction or failure. The vehicle must not continue to be operated if such operation will cause further damage to the vehicle.

7. Chrysler/Jeep Warranty. Chrysler/Jeep's warranty is the primary warranty on all AEV vehicles. Please refer to the current Chrysler Jeep Warranty Guide for more details. Installation of AEV components may void certain aspects of Chrysler/Jeep's warranty.

8. Coverage Area. The Warranty applies to vehicles manufactured, distributed, registered, and normally operated within the United States of America.

9. Paint Warranty. AEV warrants that the materials and workmanship of AEV applied paint (to hoods, hardtops, flares, complete repaints) for 12 months/12,000 miles. This warranty covers defects in material or workmanship only (i.e. sanding marks, wrinkling, bleeding, etc). Please refer to section 2 for paint coverage limitations.

10. Obtaining Warranty. To obtain warranty repairs, AEV recommends that the Owner take their vehicle to their selling dealer, or to another Certified AEV Dealer. When warranty work is performed by

a Certified AEV Dealer, the Dealer will work with AEV directly to get the warranty approval and reimbursement.

If a Certified AEV Dealer cannot be located within a reasonable distance, the vehicle may be taken to any Chrysler/Jeep dealer regardless of their affiliation with AEV. In this case, it is the Owner's responsibility to get approval and reimbursement from AEV for the warranty work.

11. Approval. <u>ALL REPAIRS MUST BE PRE-APPROVED AND AUTHORIZED BY AEV BEFORE REPAIRS CAN</u> <u>COMMENCE.</u>

12. Claim Submission Guidelines.

- a. All claims must be submitted in writing using an AEV Warranty Claim Form.
- b. All warranty claims are reviewed by the AEV Warranty Department, and acceptance or rejection will be made within two business days of submission, whenever possible.
- c. All labor and parts related to repairs resulting from the malfunction of the same part or assembly, including sublets, may be submitted on the same Warranty Claim Form if they occur during the same repair visit.
- d. Upon approval, the AEV Warranty Claim Form will be faxed back to the Dealer or Owner with a Warranty Claim Number and an administrator's signature. The Warranty Claim Number, along with the signature, authorizes warranty work to be done. This warranty number must be referenced on all future correspondence regarding the claim in question.
- e. <u>AEV requires that ALL warranty parts or assemblies be returned for inspection. If these parts are not received within 30 days of repair completion, the portion of the warranty claim dealing with the requested part may be denied. Please return the requested piece to AEV, attention Warranty Department, with the Warranty Claim Number written on the outside of the box, and submit the charges on your warranty claim along with your Dealer's final invoice for repairs.</u>
- f. The AEV Warranty Department will order the AEV parts or assemblies necessary for warranty repairs at the time the claim is approved.
- g. If it is determined that AEV will not cover a specific repair, the Dealer or Owner will be notified of the rejection and parts will have to be ordered by the Dealer or Owner from AEV's Parts Department.
- In those cases where AEV part numbers are not known by the Dealer or Owner, the AEV Warranty Department will fill in the applicable part numbers on the Warranty Claim Form before faxing it back to the Dealer or Owner.

- i. When an AEV part or assembly causes damage to a Chrysler/Jeep part or assembly, the dealer should enter the part number and cost for the Chrysler/Jeep part and necessary labor for repair from the Chrysler/Jeep Labor Time Standards Manual in the part field.
- j. Should any additional parts or labor be necessary to complete a repair and are not included on the original warranty submission, they should be brought to the attention of the AEV Warranty Department as soon as possible. **Do not assume these charges will be covered.**
- k. Once all appropriate documentation has been received and determined to be correct and warrantable, the AEV Warranty Department will process the a request for reimbursement.

13. Emergency Repair Provisions. Warranty repair work at any service location other than an AEV Certified Dealer or an Authorized Chrysler/Jeep Dealer will be reimbursed only in a <u>bona-fide</u> <u>emergency situation</u>. All warranty work performed by a non-AEV or non-Chrysler/Jeep facilities, due to emergency, should be preapproved whenever possible.

When such pre-approval is not possible, the AEV Warranty Department will reimburse the Owner for the actual cost of the warranty repairs, provided the Owner is able to supply AEV with written documentation proving such repairs were performed. Such application must be made within 14 days of the date the repairs were completed and only if the vehicle was under warranty at the time the repairs were made.

14. Cancellation. AEV will cancel the Warranty on any vehicle that has been labeled or branded as "dismantled, "fire", "flood", "Junk", "reconstructed", "salvaged", or determined through insurance to be a "total loss".

15. Judgment. AEV reserves the right to make the final decision on all matters concerning warranty.