

Kingcaddy Electric and Push Golf Buggies Manufacturer's Warranty Effective January 2011

As the exclusive distributor of Kingcaddy Electric and Push Buggies (Hereinafter referred to as the "Product") in Australia, Emotion Pty Ltd (Hereinafter referred to as "Emotion") will handle all service, warranty related affairs.

Emotion warrants their product against defects in materials and workmanship under normal use from the date of retail purchase by the original end user purchaser (Warranty Period), for the following periods;

KINGCADDY PLATINUM	Frame – 2 years All other components – 12 months
KINGCADDY GLIDE	Frame – 2 years All other components – 12 months
KINGCADDY EXPRESS	Frame – 2 years All other components – 12 months

If the product has been sold by Emotion or an Authorised Service Provider ("ASP") approved by Emotion, the date of warranty extends from the date of sale.

Purchasers must visit the Kingcaddy website at www.kingcaddy.com.au to register the purchase of their product to be eligible for the warranty provisions.

This warranty is not transferable to a new owner, in the event of sale of the Product within the warranty period.

Emotion reserves the right to limit warranty covered to any Product if proof of purchase cannot be established and verified.

If a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, PPP will provide unlimited exchange replacement parts during the Warranty Period, subject to the following conditions:

- This warranty excludes malfunction caused by normal wear and tear, improper installation, misuse, abuse, negligence, accident or alteration by any person.
- The replaced part may be required to be returned to Emotion within thirty (30) days or said parts may be charged at retail cost.
- Transport costs associated with the repair or replacement of any parts shall be borne by the claimant
- Any repair work is to be carried out by Emotion or an Emotion approved repairer

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Emotion property. Parts provided by Emotion in fulfilment of its warranty obligation must be used in products for which warranty service is claimed.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products supplied by Emotion that can be identified by the Kingcaddy trademark, trade name, or logo affixed to them. This Limited Warranty does not apply to any non-Kingcaddy products. Emotion does not warrant that the operation of the product will be uninterrupted or error-free.

This warranty does not apply to:

- damage arising from failure to follow instructions relating to the product's use,
- damage caused by use with non-Kingcaddy parts and products,
- damage caused by lack of scheduled maintenance,
- damage caused by accident, abuse, misuse, flood, fire, force majeure, earthquake or other external causes,
- damage caused by operating the product outside the permitted or intended uses described by Emotion and within the included operation manual,
- damage caused by service (including upgrades) performed by anyone who is not a representative of Emotion or an ASP,
- a product or part that has been modified to alter functionality or capability without the written permission of Emotion,
- consumable parts, such as batteries and fuses unless damage has occurred due to a defect in materials or workmanship,
- any product that has had a Kingcaddy serial number removed or defaced.

EMOTION RESPONSIBILITY FOR PRODUCT DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY PPP IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

No Emotion reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, PPP IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.