## The Ape Hangar

5937 Two Notch Road, Columbia, SC 29223 Phone (803) 834-6985

Page 1 of 2

## **Limited Warranty**

The Ape Hangar (hereinafter referred to as "Ape Hangar" hereby warrants to the original purchaser that the frame and components of the new Sunny vehicle will be free from defects in materials and workmanship. The period of the warranty is 4 months from the date of purchase for the engine; 90 days from the date of purchase for the frame and thirty (30) days from the date of purchase for electrical and fuel components (except as noted below). Ape Hangar, if notified of a defect in material or workmanship during the period of the warranty, will repair or replace, at its option, the defective part at no charge, other than the reasonable charges for labor and shipping, if necessary to perform a warranty repair. In all cases, the defective part must be returned before a new one is sent out.

The original purchaser must operate the vehicle and maintain the vehicle in accordance with the instructions provided in the Sunny user manual, the supplements thereto and the labels affixed to the vehicle. Additionally within ten (10) days of the discovery of the alleged defect, the original purchaser must provide written notification to:

Ape Hangar Customer Service 5937 Two Notch Road, Columbia, SC 29223

A certified mechanic must do general maintenance after the first 250 miles (or 400 km) and every 500-600 miles (or 1000 km) thereafter. Proof of such jobs must be presented at the time of the warranty claim.

## **General Exclusions:**

This limited warranty does not cover component failure or damage caused by any of the following: collision; abnormal strain or stress; neglect; abuse; improper assembly of components which were provided in the factory sealed carton after the vehicle left Ape Hangar; improper maintenance; improper use of the vehicle, including, but not limited to racing, jumping, stunt driving, off road use or any other use other than normal, prudent, safe usage. Additionally, this warranty does not cover component failure or damage to vehicles leased or rented, or vehicles used for any commercial uses, dirt tracks or hard track purpose.

## **Specific Exclusions:**

This limited warranty does not cover components that are subject to normal wear and tear. These items include but are not limited to the tires, clutch, brakes, brake shoes, batteries, cables, drive belts, torque converter, chains, seat, lights, fasteners, padding, mufflers, levers, decals, cosmetic body panels, spark plugs, wires. Additionally, this warranty does not apply to components, which are warranted by the component manufacturer. This warranty does not cover vehicles sold on the Internet that were not set up by a professional mechanic. This Warranty does not cover off road Vehicles of any type.

Ape Hangar makes no other warranty of any kind, express or implied. All warranties of mercantability and fitness for a particular purpose which exceed the obligations and time

limitations specified in the warranty above are hereby disclaimed by Ape Hangar and excluded from this warranty. Additionally, this warranty excludes any incidental or consequential damages, including but not limited to loss of use.