



SOLETRAC, Inc. Limited Warranty for New Products 2022

1. INTRODUCTION

Thank you for purchasing a Soletrac! Soletrac is a leading manufacturer of electrical farm tractors. As a part of our commitment to quality and reliability, Soletrac provides you comprehensive warranty coverage for your new Soletrac as provided in and subject to this Limited Warranty.

Please take a few minutes to read this Limited Warranty. It contains all the information you will need to have your Soletrac repaired under its terms, in the unlikely event that a covered failure should occur.

2. THE SOLETRAC LIMITED WARRANTY

2.1 General Provisions - The warranties described are provided by Soletrac, Inc. (Soletrac) to the purchasers of new Soletrac-branded tractors, Loaders and Backhoes ("Equipment"). Under warranties provided by Soletrac, Soletrac will, through its authorized channel or dealers, repair or replace at its option any covered genuine part, which are found to be defective in Soletrac's material or workmanship. The defect must occur during normal and intended use of the product consistent with any user guides and instructions and within applicable warranty coverage. Repairs must be completed using only Soletrac approved or equivalent parts by a Soletrac authorized dealer. Warranty service will be provided to the customer free of charge for parts and labor (if applicable by the coverage). The purchaser will be responsible for any service call and/or transportation of the Equipment to and from the authorized dealer or service centers, for any premiums charged for overtime labor, and for any service and/or maintenance not directly related to any defect covered under this Limited Warranty.

2.2 Right to Inspect - Soletrac Corporation, or its agents, reserve the right to inspect the customer's Soletrac product to determine if a defect in materials or workmanship exists, prior to the commencement of any covered repair. It is the customer's responsibility to deliver the product to an authorized Soletrac dealer or service center for this inspection unless agreed to by Soletrac, or as required by law.

2.3 Right to Make Changes - Soletrac reserves the right to make any changes to a Soletrac product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped.

2.4 Limitations of Implied Warranties and Other Remedies – Equipment To the extent permitted by law, neither Soletrac nor any company affiliated with it, makes any warranties, representations, conditions, or promises express or implied as to the quality, performance, or freedom from defect of the equipment or associated products covered by these warranties other than those set forth in this document. AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE MADE OR PROVIDED. TO THE EXTENT LEGALLY REQUIRED AND APPLICABLE, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD REQUIRED BY LAW OR AS OTHERWISE PROVIDED UNDER THE APPLICABLE TERMS OF WARRANTY SET FORTH IN THIS DOCUMENT. UNLESS OTHERWISE PROHIBITED BY LAW, THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE QUALITY OR PERFORMANCE OF THE SOLETRAC EQUIPMENT ARE THOSE SET FORTH IN THIS DOCUMENT. IN NO EVENT WILL THE DEALER, SERVICE CENTER, SOLETRAC, OR ANY



COMPANY OR PERSON AFFILIATED WITH SOLETRAC, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES RELATED TO ANY SOLETRAC PRODUCT. (NOTE: SOME JURISDICTIONS 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 AND EXCLUSIONS MAY NOT APPLY TO YOU.)

IN THE EVENT THE ABOVE WARRANTY FAILS TO CORRECT PURCHASER'S PERFORMANCE PROBLEMS CAUSED BY DEFECTS IN WORKMANSHIP AND/OR MATERIALS, PURCHASER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO PAYMENT BY SOLETRAC OF ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID FOR THE EQUIPMENT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

NO PERSON OR ENTITY IS PERMITTED TO CREATE FOR SOLETRAC ANY OBLIGATION OR LIABILITY OTHER THAN THOSE PROVIDED IN THIS DOCUMENT. THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF SOLETRAC, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

NEITHER SERVICE CENTER / DEALER, NOR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES ARE AUTHORIZED TO PROVIDE ANY ORAL WARRANTY, OR ASSUME ANY ADDITIONAL OBLIGATIONS OR LIABILITIES IN CONNECTION WITH SALE OR RESALE OF THE PRODUCTS. ANY ORAL STATEMENT MADE BY SERVICE CENTER / DEALER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES REGARDING THE PRODUCTS DO NOT CONSTITUTE WARRANTIES, MAY NOT BE RELIED UPON AS SUCH BY THE PURCHASER AND ARE NOT PART OF ANY WARRANTY.

3. WARRANTY TERMS

3.1 Applicability - This warranty applies only to Soletrac products purchased, serviced, and operated in the United States of America & Canada. [Below mentioned coverage for the products will be effective retail date Feb 1, 2022, and later.

3.2 Warranty Start Date - The warranty coverage begins on the date that your Soletrac product is first sold by the Dealer or Soletrac. This is the REGISTRATION date, which is on file with Soletrac.

3.3 Transferability - If you decide to sell your Soletrac product, warranty coverage may be transferred to any subsequent buyer for remainder portion of the warranty term so long as the Soletrac product is operated and maintained per the recommendations and defect or failure is eligible for coverage mentioned in the policy.

3.4 Length of Warranty coverage - The length of warranty coverage is not the same for all Soletrac products. Some Soletrac products have a specified period only (12 months, 24 Months, etc.) while others have both a specified time as well as an hour-meter limitation. In the latter case, the limitation first occurring (date or

hours) determines whether product is within the warranty period. Some Solectrac products may have three levels of warranty coverage as listed below:

- A. **All Aggregate** warranty covers the entire Solectrac product, onboard & exchangeable battery pack, excluding those parts mentioned in **3.5** (Items covered separately) and parts mentioned below in **3.7** (WHAT IS NOT WARRANTED)
- B. **Power Train** warranty covers electric drive motor (main), Transmission & drive axle, and all gears contained within. transmission case, and differential housing, final drive housing, drive axles, front axle case, front gear case, and all parts contained therein (does not include external drivelines, cables, linkages, and associated external gaskets, seals, steering and hydraulic parts like hydraulic pumps & valves associated with drive line, steering cylinders, power steering unit, external parts such as shift cables, linkages & Seals etc.)
- C. **Onboard Battery** covers onboard main battery and covers on pro-rated basis. The pro-rata coverage will be calculated using the percentage of the unused months or unused hours compared to the total months or total hours of warranty coverage, whichever is lower. Purchaser will be responsible for remainder of the charges for repair based on the pro-rata base calculation.

<u>Tractor</u>			
Non-Commercial, Government, Home & Residential Use only #			
Model	All Aggregate	Power Train	Onboard Battery
CET e25G, CET e25H, e70N	36 Months or 2000 Hours (Whichever occurs first)	72 Months or 3000 Hours (Whichever occurs first)	72 Months or 3000 Hours, Prorated #
All Other Use			
CET e25G, CET e25H, e70N	12 Months or 1500 Hours (Whichever occurs first)	24 Months or 1500 Hours (Whichever occurs first)	36 Months – 2000 Hours, Prorated #
<u>Tractor Implements</u>			
Products	All Aggregate	Main Frame	
Loader, Backhoe	12 Months	24 Months	

Non-Commercial, Government, Home & Residential Use: Solectrac Equipment and associated products which are purchased and exclusively used for personal, consumer type of homeowner usage, non-institutional farming or other small business use which does not include demolition, paving, bulldozing, mining, quarry operations, commercial construction, gravel yard or commercial forestry operations

3.5 Items Covered Separately – For these items warranty term will be as per below table and start date will be same as mentioned above in **3.2.** (Warranty Start Date)

Part / Items	Warranty Period/ Term
Operator Seat, Tires & Wheels	12 Months
Auxiliary 12V Battery Warranty *	12 Months non-prorated
Telematics Box	12 Months

* Discharged or poorly maintained batteries are not covered.

3.6 Warranty for Purchased Parts Purchased service parts other than battery pack are warranted for 90 days from the date of purchase for any manufacturing defect, provided part was installed on a unit by an authorized Solectrac dealer or service center.

Battery pack warranty – Onboard (Main) battery pack (OBP) and Exchangeable battery pack (EBP) purchased in retail are warranted for 36 Months or 2000 Hours (Whichever occurs first) from the date of purchase.

This coverage on service parts including battery packs will be limited to part only, purchaser will be responsible for any other charges including but not limited to labor and freight.

3.7 WHAT IS NOT WARRANTED - SOLECTRAC IS NOT RESPONSIBLE FOR THE FOLLOWING:

- a) Any product that has been used, altered, or modified in ways not approved/ recommended by Solectrac
- b) Normal maintenance parts & services including but not limited to wheel, brake and other linkage adjustments, tune ups, Brake linings & consequential wear of mating parts, Fuses, light bulbs, Rubber/Glass/ Plastic parts. Filters (Air. Oil), mirrors, Fabric or leather of operator seat, Lubricants & coolants (unless used for any authorized warranty repair), Cutting blades, Edges, Bucket teeth, Flat Tires, Tire cracks etc.
- c) Damage or failures resulting from Accidents (collision, transit damage or otherwise), Environment, Act of nature, Incorrect supply for charging onboard battery, Use of unapproved implements or attachments, Misapplication, Overloading, Abusive operation, use beyond recommended ambient conditions, Storage with negligence to recommended in operator Manual, any loose or missing external hardware which was delivered with tractor initially. Damages to Tire valve stem by external object/ impact or incorrect storage/ageing.
- d) Damages due to poor or lack of maintenance, like but not limited to loader pins seize due to inadequate or no lubrication or use of non-recommended grade of lubricant.
- e) Service call, Travel time or mileage, Transportation of equipment to dealer from customer's home or other location (Customer responsibility), Pick up or delivery of the equipment, Overtime labor charges, Standby and / or rental equipment charges, Transit shortages or damages, non-defective parts replaced, or service rendered due to customer request. Any consequential or incidental loss of time; production or any different type of nature.
- f) Freight and handling charges for service parts (Unless agreed to, or as required by law)

3.8 Obtaining Warranty Service - To obtain warranty service under the terms and conditions of the Solectrac Limited Warranty, customer must report the product defect to an authorized Solectrac dealer or service center. Customer will be responsible to deliver the product to an authorized Solectrac dealer or Service center, along with proof of purchase. Solectrac recommends that you take your equipment to the dealer from whom it was purchased for the warranty repair.

3.9 Location of Warranty Repairs - Repairs covered under the conditions of this Warranty must be performed by an authorized Solectrac dealer or service center within the United States of America & Canada.

3.10 Purchaser Responsibilities It is the sole responsibility of the purchaser to store, operate and maintain the equipment in accordance with the instructions provided in the Operator's Manual. Purchaser may be asked to prove that the maintenance instructions have been followed. In addition to the proceeding, the purchaser must:

- a. Product and part identifiers such as serial number, manufacturing code should not be defaced, altered, or removed without prior and written authorization by Solectrac
- b. Keep all safety equipment installed and in working condition.
- c. Replace any safety decals or signage that may become damaged or illegible
- d. Operate the Equipment in a safe manner, and only for the purpose for which it was designed
- e. Upon discovery of a defect in materials or workmanship, the operator must take all appropriate precautions, including but not limited to cease of operation if indicated, to protect the Equipment from further damage or damage resulting from such defect, until repairs are made.

DAMAGE OCCURRING FROM INAPPROPRIATELY CONTINUED OPERATION OR NEGLIGENT OPERATION MAY NOT BE COVERED BY THIS WARRANTY.

3.11 Resolving Warranty Concerns Normally, warranty concerns can be resolved by your dealer's Service Dept. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the dealership. You may also contact Solectrac at (866) 219-6750

Following information needs to be mentioned enabling Solectrac to support promptly.

1. Your name, address, and phone
2. Model and Serial Number
3. Date of purchase
4. Hour-meter reading (or estimated hours)
5. Detailed description of the problem

3.12 Important Notes

1. If inspection by an authorized Solectrac dealer or service center reveals that the failure is not a result of a defect in material or workmanship, the purchaser will be responsible for all costs of exploratory dismantling and diagnosis.
2. If any warranty claim made by the purchaser is found to be fraudulent in any respect, the terms and applicability of this warranty may be voided at the sole discretion of Solectrac.
3. Any dispute arising between Solectrac and the purchaser concerning the liability of the Solectrac Equipment under this warranty shall be subject to the laws of the State of California, unless other applicable law requires the application of the laws of another jurisdiction.
4. Power train coverage is limited to the published MSRP for that specific model version of equipment at the time of purchase.