



12/24 Month Limited Warranty

Effective Date: June 1st, 2019

Warranty Coverage



Momentum MotorWerks provides the following limited warranty terms for all 2019 Momentum vehicles sold and serviced by an authorized Momentum MotorWerks dealer:

- 12-month or 2,500 mile, whichever comes first, bumper-to-bumper warranty
- 24-month or 5,000 mile, whichever comes first, powertrain warranty, and
- 24-month or 5,000 mile, whichever comes first, warranty on heating/cooling system.

Any Momentum MotorWerks dealer will repair and/or replace without charge any parts found under normal use to be defective for material or workmanship. There will be no service charge for labor for approved warranty claims due to material or workmanship.

Momentum MotorWerks, as provided by law, shall not be held liable for the loss of use, inconvenience, lost time, commercial loss, or any other consequential or incidental damage. In some states, there is no exclusion or limitation of consequential or incidental damages, so the above may not apply to you.

The duration of the Momentum MotorWerks limited warranty starts from the date of initial retail purchase and delivery from an authorized dealer. Your Momentum MotorWerks dealership will complete the Warranty Registration Form on your behalf and submit within the 7-day registration period. Upon receipt, Momentum will record the registration of the vehicle. If you did not sign your registration form, please contact your dealer immediately. No warranty repairs will be offered unless your vehicle is registered with Momentum MotorWerks. Please keep a copy of the sales receipt for proof of purchase and date of purchase.

Any unexpired term of these limited warranties is transferable to subsequent owners upon a recorded sale of the Momentum vehicle during the warranty period. The seller is required to provide buyer information to their Momentum dealer to allow for proper tracking of ownership and warranty period. In no case shall the warranty term be extended from the date of initial retail purchase and delivery from an authorized dealer.

To obtain warranty service, the Momentum vehicle must be returned to an authorized Momentum dealer at the owner's expense. If pickup service is required, please contact dealer for availability. All warranty service should be initiated within 24 hours of receipt of vehicle and will be completed as soon as possible based on availability of labor and the required parts. All replacement parts are factory-authorized parts, Momentum does not use secondary replacement parts.

Exclusion and Limitations



This Limited Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear and tear, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Failure to take the vehicle to an authorized Momentum dealership for service and warranty work;
- Accidents, collisions, or objects striking the vehicle;
- Any repair, alteration or modification of the vehicle that was made incorrectly, or the installation or use of equipment, parts or accessories that are not approved Momentum products;
- Improperly towing the vehicle (a Momentum vehicle should only be towed on a trailer);
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving over rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, debris, or other obstacles, or for any other purposes for which the vehicles were not designed including racing or competition of any kind;
- Overloading the vehicle;
- Adjusting the speed control above the maximum speed of 25 mph;
- Using the vehicle and its onboard batteries as a stationary power source;

- The environment or an act of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including rock chips), industry fallout, rail dust, salt, hail, floods, wind and thunderstorms, acid rain, fire, water, contamination, lightning and other environmental conditions.

In addition to the above exclusions and limitations, this Limited Warranty does NOT cover:

- Any surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as rock chips or scratches;
- Corrosion and paint defects caused by, due to, or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Non-genuine Momentum MotorWerks parts or accessories or their installation, or any damage directly or indirectly caused by, due to, or resulting from, the installation or use of non-genuine Momentum parts or accessories;
- Parts, accessories and charging equipment that were not included in the purchase of the vehicle; these items have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- Windshield or window glass that is broken, chipped, scratched, or cracked, other than as a result of a defect in material and workmanship of a Momentum supplied windshield or window glass;
- General appearance or normal noises and vibrations, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration for which there are no malfunctioning parts requiring replacement; and
- General vehicle maintenance service, including, but not limited to, the following:
 - Wheel balancing and alignment;
 - Appearance care (such as cleaning and polishing);
 - Expendable maintenance items (such as wipers blades, brakes, etc.); and
 - Minor adjustments, including replacement and/or retorquing of nuts and bolts (or the like).

Your Momentum MotorWerks warranty does cover your vehicle for use outside of the United States or for exporting from the United States into any unauthorized countries.

If you choose to take your Momentum vehicle to a non-Momentum MotorWerks service center for maintenance or repairs, coverage under your warranty could be affected if any problems occur.

THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON FOR BREACH OF THIS WARRANTY. MOMENTUM MOPORWERKS SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF EXPRESS OR IMPLIED WARRANTY OR ANY OTHER CONTRACT, NEGLIGENCE, OTHER TORT OR OTHERWISE. THIS EXCLUSION OF CONSEQUENTIAL, INCIDENTAL, AND SPECIAL DAMAGES IS INDEPENDENT FROM AND SHALL SURVIVE ANY FINDING THAT THE EXCLUSIVE REMEDY FAILED OF ITS ESSENTIAL PURPOSE. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS EXCLUDED FROM THIS LIMITED WARRANTY. ALL OTHER IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY) ARE LIMITED IN DURATION TO THE ABOVE LISTED WARRANTY PERIODS. MOMENTUM MOTORWERKS DISCLAIMS ALL EXPRESS WARRANTIES NOT INCLUDED IN THIS WARRANTY STATEMENT. SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF INCONSISTENT WITH CONTROLLING STATE LAW. PLEASE CHECK YOUR STATE LAWS AS SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY.