

AYRO®



VANISH

Utility Low-Speed Electric Vehicle

LIMITED WARRANTY

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1 INTRODUCTION TO YOUR AYRO 2024 Vanish LIMITED WARRANTY

Congratulations on the purchase of your new AYRO Vanish Electric Vehicle ("EV"). This Limited Warranty is provided by AYRO, Inc. ("AYRO"), the Original Equipment Manufacturer ("OEM") of the Vanish EV. This document defines the coverage for the Vanish EV Limited Warranty and should be carefully read and understood prior to operating your vehicle. Additionally, all operators shall be familiar with the Vanish EV's Owner's Manual, operate the Vanish EV in accordance with the Manual, and maintain the Vanish EV in accordance with the approved maintenance procedures to ensure maximum coverage under your Limited Warranty. Any questions or inquiries pertaining to this Limited Warranty may be addressed to service@ayro.com.

Read and understand the Owner's Manual completely before operating your vehicle. The Warranty and Quick Start documents are considered part of the Owner's Manual. The Owner's Manual is a permanent part of your vehicle and should remain with the vehicle at all times. Electronic copies of the Manual may be found at www.ayro.com/support/

2 REGISTRATION OF YOUR VANISH LSEV

To ensure Limited Warranty coverage, the retail purchaser must register the Vanish EV via AYROSync™ within THREE (3) days of receiving delivery of a Covered Vehicle (defined further below). Completion of the AYROSync™ registration process will automatically activate the Limited Warranty. It is the responsibility of the purchaser of the Covered Vehicle to initiate and complete the registration.



All Vanish EVs are equipped with AYROSync™, the Vanish EV support software and telematics that will serve as the digital portal for synchronizing all operations, service, maintenance, and communications with AYRO. Without preauthorization from AYRO, removal or disabling of the telematics device will void this Limited Warranty.

Any questions or inquiries pertaining to registering or activating this Limited Warranty may be addressed to your dealer or service@ayro.com.

3 LIMITED WARRANTY

3.1 The Limited Warranty for the AYRO Vanish EV

Except for certain components and parts further described in this section, AYRO warrants to the retail purchaser that new 2023-2024 Vanish EVs purchased and delivered from AYRO, or an AYRO-authorized Dealer or Distributor in the United States, Canada, or Mexico (hereafter "**Covered Vehicle**"), will be free from defects in material and workmanship for a period of THREE (3) years from the "In-Service Date". The In-Service Date is the date of purchase and and

date of physical delivery of the Covered Vehicle to the retail purchaser. If the date of purchase and the date of physical delivery are different, the later date is the In-Service Date.

The following components and parts are covered under this THREE-year Limited Warranty: body parts/bumpers/floor covers; cooling systems; electric powertrain (transaxle / transmission); electrical wires, switches, relays, and major electronics (solid state speed controller and battery charger); pedal group items (mechanical assembly, brake cluster assemblies, and brake cables); seats (including the frame); and steering/suspension components.

This Limited Warranty also covers, with different coverage periods, the following:

- The Vanish EV chassis (cab and frame assembly) are covered under a limited lifetime warranty from the In-Service Date; and
- Factory-installed options that are purchased at the time the Vanish EV is ordered are covered for ONE year from the In-Service Date.
- The lithium ion battery pack is covered for 5 years or 30,000 miles.
- The electric motor, inverter, and drive train are covered for 3 years or 30,000 miles.

Data from the AYROSync™ factory telematics system will validate warranty claims for vehicle systems, including the Lithium Ion battery pack. AYROSync™ data will validate battery warranty claims, along with any additional testing that may be required. Failure to properly maintain your battery system according to the Owner's Manual may void the warranty. If it is determined that unauthorized components, parts, or accessories were installed directly to the Covered Vehicle's battery pack without AYRO's express written approval, then the limited warranty for the battery pack and the battery management system will be void. Without preapproval from AYRO, removal or disabling of the telematics device will void the Limited Warranty.

DURING THE APPLICABLE WARRANTY PERIOD, AYRO or an AYRO-authorized Dealer or Distributor will, free of charge, repair or replace, at AYRO's option, any covered part or component that AYRO determines is defective due to a defect in workmanship or material from the factory.

Replace shall mean furnishing at no cost to the customer during the applicable Limited Warranty period, a new vehicle or factory-reconditioned vehicle, or component or part thereof, that is identical or reasonably equivalent to the Covered Vehicle, component, or part.

Repair shall mean remedying a defect in the Covered Vehicle or component or part thereof at no cost to the customer during the applicable Limited Warranty period.

Parts used in a warranty repair under this Limited Warranty will be warranted for the balance of the Covered Vehicle's original Limited Warranty coverage period. All parts or components replaced under this Limited Warranty become property of AYRO.

3.2 Exclusions

This Limited Warranty does not cover any Covered Vehicle, component, or part that has been used for racing, competition, or purposes other than for which it was designed.

Further, AYRO does not warrant under this Limited Warranty that the Covered Vehicle, its components, or its parts, including batteries, computers, controllers, or electrical devices, are suitable for use in any application other than in AYRO products. Before using any Covered Vehicle, its components, or its parts, the owner should read and study the Owner's Manual,

the operator instructions, and the warning labels, and should exercise due care in working on or around Covered Vehicle, its components, or its parts.

In addition, this Limited Warranty excludes any failures, malfunctions, and/or damage caused by:

- 3.2.1 Abnormal force, neglect, abuse, or exposure to conditions beyond specifications, e.g., beyond ambient temperature range of -4°F (-20°C) to 137°F (58°C).
- 3.2.2 Use contrary to the Owner's Manual instructions.
- 3.2.3 Accident or collision damage.
- 3.2.4 Installation or use of components, parts, or accessories that are not original equipment (OEM) or approved by AYRO.
- 3.2.5 Excessive sun, rain, or weather exposure that causes fading, rust, or other deterioration.
- 3.2.6 Ordinary wear and tear.
- 3.2.7 Structural alteration, modification, neglect, or improper and/or lack of maintenance as specified in the vehicle Owner's Manual. This exclusion includes but is not limited to unapproved (i.e., not approved by AYRO in writing) modifications or alterations that affect the Covered Vehicle's condition, operation, performance, or durability.
- 3.2.8 Damage due to improper transportation.
- 3.2.9 Acts of God, including but not limited to lightning, hail, flooding, fire, or wind.

This Limited Warranty further excludes the following:

- 3.2.10 Surface imperfections caused by external stress, heat, cold or contamination, or exposure to conditions beyond specifications.
- 3.2.11 Damage caused by improper component alignment, tension, and/or adjustment.
- 3.2.12 Damage from snow, water, dirt, or other foreign substance contamination.
- 3.2.13 Repairs made after the Limited Warranty coverage period expires or by unauthorized repair centers, providers, or individuals.
- 3.2.14 Conditions resulting from tampering, misuse, improper adjustment (unless they were made by AYRO or an AYRO-authorized Dealer or Distributor during a warranty repair), accident, or failure to perform the recommended or required maintenance services.
- 3.2.15 Diagnosis and inspection charges that do not result in repairs and/or service covered by this Limited Warranty being performed.
- 3.2.16 Any replacement component or part that is not original equipment (OEM) or not authorized by AYRO.

- 3.2.17 Any damage to a Covered Vehicle, component, or part resulting from a cause other than a defect in material or workmanship. This includes, but is not limited to, poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to the full pack of batteries), installation of parts or accessories that are not original equipment (including non-approved GPS systems), alterations or modifications not approved in writing by AYRO, and acts of God.
- 3.2.18 Any parts replaced due to normal wear or routine maintenance. This includes, but is not limited to, coolant, brake pads, tires, or similar consumable items and materials. It also does not cover any charges incurred in transporting Covered Vehicles to and from AYRO or an AYRO-authorized Dealer or Distributor for non-warranty service or in performing non-warranty field service.
- 3.2.19 Also excluded from this Limited Warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, brake shoes, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade, or fail due to exposure or ordinary wear and tear.
- 3.2.20 THIS LIMITED WARRANTY DOES NOT COVER CLAIMS OF DEFECTIVE DESIGN.

3.3 Other Limitations Applicable to this Limited Warranty

The below additional limitations and disclaimers apply to this Limited Warranty.

3.3.1 Sole Remedy

The exclusive remedy for breach of this Limited Warranty shall be, at AYRO's option and in its sole discretion, repair or replacement of any defective materials, components, parts, or products. AYRO's liability in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be limited to the repair or replacement, at AYRO's option and in its sole discretion, of the Covered Vehicle, component, or part that AYRO deems to be defective.

3.3.2 Right to Test

AYRO reserves the right to test and/or recharge any component or part to ascertain whether the component or part is indeed defective, and to determine the root cause of the failure. If the failure is covered under the Limited Warranty, repairs or replacements will be performed at your AYRO-authorized Distributor or Dealer location.

3.3.3 AYRO Continuous Improvement

AYRO reserves the right to improve, modify, or change the design of any Covered Vehicle, component, or part without being responsible to modify previously manufactured vehicles, components, or parts. Additionally, AYRO reserves the right to provide, as part of a repair or replacement covered under this Limited Warranty, an upgraded component or part that is functionally equivalent to the replaced component or part.

3.3.4 Warranty Claim Audit/Inspection

Prior to approving a warranty claim, AYRO may, in order to determine and assess the cause of the claimed issue, audit and inspect the storage facility, maintenance records, vehicles, and batteries of the customer making the warranty claim. In addition, AYRO may contract with a third party to evaluate the customer's storage facilities, maintenance records, vehicles, and batteries.

3.4 Owner/Operator/Customer Responsibilities

THE CUSTOMER'S RESPONSIBILITIES under this Limited Warranty are as follows:

- 3.4.1 Register the vehicle with AYRO via AYROSync™.
- 3.4.2 Ensure that the battery is recharged after each use, and do not allow it to drop below a 20% charge.
- 3.4.3 Operate and maintain the Covered Vehicle as specified in the Owner's Manual provided with the Covered Vehicle, and available on the AYRO website.
- 3.4.4 Give notice to an AYRO-authorized Dealer or Distributor of all apparent and/or open and obvious defects within ten (10) days of discovery.
- 3.4.5 Make the Covered Vehicle available for inspection and repairs at an AYRO-authorized Dealer's or Distributor's place of business, or to mobile maintenance technicians trained and authorized by AYRO.
- 3.4.6 Transport of the Covered Vehicle to and from an AYRO-authorized Dealer or Distributor.
- 3.4.7 Ensure that the required maintenance listed in your Owner's Manual is performed on the Covered Vehicle. AYRO recommends that you retain all receipts covering maintenance on your Covered Vehicle, but AYRO cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- 3.4.8 For any questions regarding your warranty rights and responsibilities, please contact your dealer or the AYRO Customer Service department at service@ayro.com.

3.5 Warranty Transfer

This warranty is transferrable from the original retail purchaser to a new owner and will remain in effect for the balance of the Limited Warranty coverage period. Transfer is subject to the setup of an AYROSync™ account for the new owner, and final approval by AYRO Service Department.

4 DISCLAIMERS / NO OTHER WARRANTY

AYRO MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY AYRO AND EXCLUDED FROM THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Notwithstanding the prior disclaimer, IF AND ONLY IF, any court or legal authority should find that the Covered Vehicle does have an implied warranty, including any warranty of merchantability or warranty of fitness for a particular purpose, any such implied warranty is limited in duration to the minimum period allowed under law or the stated period of this written Limited Warranty, whichever is shorter.

Some U.S.A. states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

THIS LIMITED WARRANTY DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF VALUE OF THE COVERED VEHICLE, ITS COMPONENTS, AND/OR ITS PARTS, LOST PROFITS OR EARNINGS, OUT-OF-POCKET EXPENSES FOR SUBSTITUTE TRANSPORTATION OR LODGING, EXPENSES ASSOCIATED WITH RETURNING THE COVERED VEHICLE TO AN AYRO-AUTHORIZED DEALER OR DISTRIBUTOR, TOWING AND/OR ROADSIDE ASSISTANCE EXPENSES, EXPENSES ASSOCIATED WITH RETURNING THE COVERED VEHICLE BACK TO ITS OWNER, MECHANIC'S TRAVEL TIME OR COMMUNICATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY, LOSS OF TIME, OR INCONVENIENCE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

4.1 How to Obtain Warranty Service in the United States, Canada, or Mexico

To obtain warranty service in the United States, Canada, or Mexico, contact your nearest AYRO-authorized Dealer or Distributor. Warranty status may be verified through AYROSync or applicable documentation (e.g., receipt or invoice, and maintenance records) indicating the date of the original retail purchase and delivery for the Covered Vehicle. The AYRO-authorized Dealer or Distributor will perform covered repairs and furnish you with a copy of the repair order.

Warranty repairs may only be performed by an AYRO-authorized Dealer or Distributor. AYRO suggests that you use your original selling Dealer or Distributor; however, you may use any AYRO-authorized Dealer or Distributor. You may also contact the AYRO Customer Service department at service@AYRO.com to be advised of where warranty repairs can be performed.

4.2 AYRO Vehicles Outside of North America (United States, Canada, Mexico)

At this time, warranty coverage for AYRO vehicles is not available outside of North America, which includes the United States, Canada, and Mexico.

This Limited Warranty also does not apply to products registered to government officials or military personnel on assignment outside the country of the selling Dealer's or Distributor's authorized location.

4.3 Warranty Limitations from State-to-State and Other Countries' Laws

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or in different countries. If any of the above terms are void because of federal, state, or local law, all other Limited Warranty terms will remain in effect.

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