

## ULTRASTART BATTERIES LIMITED WARRANTY

ULTRASTART-branded Batteries (“ULTRASTART Batteries”) come with a Limited Free Replacement Warranty (“Warranty”) that is supported by [Authorized ULTRASTART Batteries Distributors](#) (“ULTRASTART Distributors”) in Latin America. Subject to the terms and conditions of this Warranty, ULTRASTART Distributors warrant to the Original Purchaser (“Purchaser”) of an ULTRASTART Battery that it will be free from defects in material and workmanship for the Free Replacement Period applicable to such battery per the label on the front of the ULTRASTART Battery or per the table below and is calculated from the date of sale to the Purchaser.

Product Category	Free Replacement Period in Months (for commercial use*)			
	ULTRASTART	ULTRASTART XTRA	ULTRASTART MAX	Commercial Use
Automotive	12 (6)	18 (6)	24 (12)	In a vehicle used for commercial purposes, a truck over one ton, or a vehicle with a diesel engine (other than a passenger automobile or pickup truck used for personal purposes)
HD Group 31	12 (6)	12 (6)	18 (12)	In an Auxiliary Power Unit (APU) or other non-engine-start applications
Marine/RV	12 (6)	12 (6)	18 (12)	n/a
HD Commercial	12	12	n/a	
Lawn & Garden	6	n/a	n/a	

\*When Automotive or HD Group 31 batteries are used in a commercial application, the warranty’s Free Replacement Period will be shorter as indicated in parentheses in the table above. When any batteries are used in an application that they were not designed to support, the warranty is voided.

This Warranty is only applicable to the Purchaser and requires original proof of purchase (i.e., an original receipt) to receive a free replacement battery in exchange for an ULTRASTART Battery covered by this Warranty. If such a battery exhibits a defect in material or workmanship during the Free Replacement Period, and is not merely discharged, return the battery to an ULTRASTART Distributor or place of purchase, and, if the battery is determined to be defective, the seller will provide you with a new replacement battery of the same type at no charge, subject to any applicable installation charges, taxes and government required fees.

ULTRASTART Distributors shall have no obligation under this Agreement (i.e., the Warranty is voided) unless the Purchaser establishes that the following Warranty Conditions (“Conditions”) have been met: (1) The battery (a) was properly installed, (b) meets the size, design and capacity requirements for the electric vehicle in which it is used, (c) meets the ULTRASTART Distributor’s specified requirements for the number of batteries required for the Purchaser’s service application, (d) has been properly maintained and charged with the charging equipment and charging method that meet the requirements of the battery, (e) has not been overcharged or rapid-charged, (f) has not been exposed to excessive cold, excessive heat, excessive vibration, casualty, misuse, abuse, neglect, use of additives other than distilled water, or other damage or deterioration, and (2) the ULTRASTART Distributor representative has been permitted, upon request, to inspect the battery, observe its conditions of use, and make other inspections necessary to determine that the Conditions have been met.

**ULTRASTART DISTRIBUTORS’ LIABILITY IS LIMITED TO THE REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS OF THIS WARRANTY, AND THEY WILL NOT BE LIABLE FOR REIMBURSEMENT FOR THE VALUE OF THE BATTERY, OR FOR PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR OTHER LOSSES ARISING FROM ANY BATTERY DEFECT OR FAILURE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, TIME OR FOR ANY INCONVENIENCE, SUCH AS THE COST OF INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, RENTAL VEHICLES, LABOR, LOSS OF TIME, LOSS OF USE OF A VEHICLE, LOST PROFITS, OR DAMAGE TO PROPERTY OTHER THAN THE BATTERY. THIS WARRANTY IS THE ONLY WARRANTY PROVIDED AND THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER AND SETS FORTH THE EXCLUSIVE REMEDY FOR ALL CLAIMS, DAMAGES, OR LOSSES ARISING OUT OF DEFECT IN OR FAILURE OF A COVERED BATTERY OR UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION. THE PARTIES HEREBY MUTUALLY ACCEPT THIS LIMITED WARRANTY AS PART OF THE NEGOTIATED TERMS AND CONDITIONS OF SALE. THIS AGREEMENT IS THE COMPLETE AGREEMENT ON THE ABOVE SUBJECT MATTER AND CAN BE AMENDED ONLY BY MUTUAL WRITTEN AGREEMENT EXECUTED BETWEEN THE PARTIES.**