



# LIMITED LIABILITY WARRANTY

U.S. Battery Manufacturing Company guarantees its products to be free of any manufacturing defects for a period of 12 months. This Limited Liability Warranty only covers defects in material and workmanship and is subject to the exclusions listed below. The free one-year replacement period begins at date indicated on the terminal of the battery. No labor or transportation expenses are included in this limited warranty (US 1800 and all "E" line batteries carry a reduced six-month free replacement period). This Limited Liability Warranty is limited to the original purchaser of the battery, and is not transferable to any other person or entity.

Any implied warranty of merchantability or fitness for a particular purpose shall be void and excluded subsequent to 12 months from the date of purchase (as identified on the terminal of the battery). The replacement of the battery is the exclusive remedy under this written warranty or any implied warranty. U.S. Battery Manufacturing Company makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer has the authority to make or imply any representation, promise, or agreement, which in any way varies the terms of this limited warranty. All batteries being submitted for warranty must be returned to the place of purchase for testing and evaluation. Proof of purchase will be required.

If your U.S. Battery authorized Distributor offers extended or additional warranties other than those listed in this document, U.S. Battery accepts no responsibility and you should contact your distributor for any warranty claims.

Onsite evaluation service may be available in most locations at an additional charge. Service charges will vary from location to location, distance traveled and number of batteries involved. Contact your local U.S. Battery Distributor for more information.

## THE PROVISIONS OF THIS LIMITED LIABILITY WARRARNTY SHALL NOT APPLY TO FAILURE DUE TO:

- Abuse or neglect such as improper fluid levels, loose wiring, or rusted or corroded hardware;
- Lack of proper maintenance;
- Damage caused by improper installation of the battery;
- Neglect, breakage, freezing, fire, explosion, wreckage, or the addition of any chemical;
- Batteries that have been exposed to excessive heat or to cold temperatures;
- Batteries that have had the manufacturing date codes destroyed or tampered with;
- The operation of the battery or battery sets in an overcharged or undercharged condition; or
- Batteries charged by systems other than the original equipment type battery charger or charging systems not approved by U.S. Battery.

This Limited Liability Warranty does not cover batteries sold by U.S. Battery or any authorized U.S. Battery distributor or dealer to third-party equipment manufacturers. Please contact the vehicle or equipment manufacturer for warranty information.

This Limited Liability Warranty does not apply to USB AGM or the USB RE battery lines. Please refer to separate warranties related to these products.

## **Warranty Disclaimer**

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

## **Warranty Limitations**

U.S. Battery's liability shall be to replace the defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the warranty term, which is incidental or reasonably equivalent to the warranted product, at no cost to the purchaser during the replacement period.

Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), transportation, accident or alteration is excluded from this limited warranty.

## **Legal Rights**

This Limited Liability Warranty gives you specific rights, and you may also have other rights which may vary from country to country or state to state. Some countries and states do not allow any limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

## Filing a Claim

Should you need to file a claim under this Limited Liability Warranty, please contact your authorized U.S. Battery distributor. If the product needs to be returned for verification of your claim, return the product, at your expense, along with the original proof of purchase to your authorized U.S. Battery Distributor or contact your local U.S. Battery distributor to discuss their specific pick-up and delivery charges and policies.



For an authorized U.S. Battery Distributor near you, Call 800-695-0945 or visit www.usbattery.com

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