



PRODUCT WARRANTY

ODYSSEY® Battery

General Product Limited Warranty

Warranty:

EnerSys Energy Products Inc. (“Manufacturer”) warrants its ODYSSEY® batteries (hereafter referred to as “Battery”) to be free of defects in material and workmanship for the following Applicable Warranty Periods:

- 2 years for Auxiliary Power Unit (APU) and other non engine start cycling applications
- 2 years for power sports applications
- 3 years for commercial, industrial, marine and automotive applications in non BCI sizes.
- 4 years for an engine starting application for PC1220, PC1350, PC2250 and all BCI sizes.

The warranty does not cover a Battery reaching its normal end of life which may occur prior to the warranty periods stated above. Depending on the application a Battery can reach its normal end of life before the end of the warranty period.

A Battery can deliver only a fixed number of usable amp-hours over its lifetime and is considered to have reached its normal end of life if the application uses up all of these amp-hours, regardless of the time the Battery has been in service. Therefore Manufacturer reserves the right to deny a warranty claim if it determines the Battery to be at its normal end of life, even if the claim is lodged within the applicable warranty period.

The Applicable Warranty Period begins from the date of purchase with original receipt, or, if no receipt is available, from Manufacturer’s shipping date as stated on the battery. Batteries determined to meet the conditions of this warranty will be replaced free of charge if, at the sole discretion of Manufacturer, adjustment is necessary due to defect in material or workmanship. Batteries for warranty replacement consideration are to be returned to the original supplying distributor/dealer. If not feasible, other ODYSSEY® distributors/dealers can be approached but a warranty processing fee may be applied. This warranty may vary from country to country; contact your authorized ODYSSEY® Battery wholesaler or dealer for the applicable warranty.

Batteries replaced under the warranty provisions will be shipped with a yellow replacement warranty sticker and carry only the remainder of the original Applicable Warranty Period.

General provisions:

- A.** Manufacturer has no obligation under the limited warranty herein in the event the Battery is damaged or destroyed as a result of one or more of the following:
- Willful abuse, misuse, physical damage, neglect or if the top decorative cover has been removed.
 - Natural forces such as wind, lightning, hail; damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the Battery case in any manner.
 - Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be deeply discharged via a parasitic load or mishandling of the Battery such as but not limited to using the terminals for lifting or carrying the Battery. Trickle chargers that do not have a regulated trickle charge voltage between 13.5V and 13.8V (no lower than 13.5V and no higher than 13.8V) will cause early failure of the Battery. Use of such chargers with the Battery will also void the Battery’s warranty. For applications where an alternator is present, the

alternator must deliver between 14.0V and 14.7V when measured at the Battery's terminals. Alternators that do not have a regulated charge between 14.0V and 14.7V (no lower than 14.0V and no higher than 14.7V) will cause early failure of the Battery. Use of such alternators with the Battery will also void the Battery's warranty.

- Failure to properly install the Battery or lack of metal jacket for high temperature or vibration applications.
- Repair or attempted repair of the Battery by anyone other than an authorized Manufacturer's representative shall void this warranty.
- Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
- If the Battery is used for an application that requires higher cranking power or a greater reserve rating than the Battery is designed to deliver, or the Battery capacity is less than the Battery capacity specified by the vehicle manufacturer, or the Battery is otherwise used in applications for which it was not designed.
- Prolonged storage of vehicles with fuel injection computers, alarms, GPS and other electrical devices that require continuous battery power to support active memories; this power drain must be offset with a maintenance-float charger, periodic charging or disconnecting the Battery to prevent irreversible damage. A Battery with an open circuit voltage (OCV) of equal to or less than 10.0V will be deemed as over discharged and void warranty due to misuse and/or neglect.
- **WARNING - DO NOT USE ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS BATTERY TOPS AND WILL VOID THE WARRANTY.**

B. To obtain warranty service:

1. Return the Battery to the original supplying wholesaler or dealer.
2. If the Battery is determined by Manufacturer, in its sole discretion, to be defective for material or workmanship under terms of this limited warranty, it will be replaced.
3. Manufacturer's acceptance of any items shipped to Manufacturer shall not be deemed an admission that the items so shipped are defective. Any items shipped back to Manufacturer, shall in Manufacturer's sole discretion, become Manufacturer's property.

THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL MANUFACTURER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS.

Some countries and/or states do not allow 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. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.