

AGM BATTERY WARRANTY

DelTran warrants to the original purchaser that the Battery Tender power sports battery (the "Battery") is free of defects in material and workmanship for the time period indicated below. The warranty period for the Battery is calculated from the original Battery purchase date. The original sale receipt is required to establish proof of purchase and warranty date, and must be provided to an authorized Battery Tender power sports Battery distributor or dealer for all warranty claims. The warranty for replacement Batteries will be based on the original Battery purchase date, as identified on the original Battery purchase sale receipt. Under no circumstance will a replacement Battery have a warranty date different than the original Battery purchase date. If a replacement is necessary due to a defect in materials and/or workmanship, then upon return to an authorized DelTran BATTERY TENDER power sports distributor/dealer;

The Battery will be replaced free of charge, within the free replacement period from date of original purchase. The original Battery sale receipt must be maintained for any further claims. DelTran will have no obligation under this limited warranty in the event the Battery is damaged or destroyed as a result of any of the following events: improper installation; damage or destruction by abusive overcharging; collision; theft; improper maintenance or mishandling of the Battery; natural forces such as wind, lightning, hail, etc.; any willful or negligent act; penetration, or opening of the Battery case in any manner; contamination of the Battery by any foreign matter; damage due to freezing, fire, flood or any acts of nature. Batteries should be provided with a freshening charge every 5-6 months, while in storage, prior to final installation. Batteries must be stored in a dry area with ambient temperature no higher than 25°C (77°F).

Replacement will be honored by an authorized BATTERY TENDER power sports battery distributor or dealer. You are responsible for paying all of the following costs associated with the replacement: labor for removal or installation; applicable taxes; and any shipping or transportation costs incurred in returning the battery to the distributor/dealer for evaluation.

THIS IS DelTran's EXCLUSIVE WARRANTY. NO PARTY IS GRANTED EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. DelTran DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your Battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

PERSONAL/NON-COMMERCIAL USE 12-MONTH GUARANTEE DelTran warrants to the original personal user that the Battery will be free from defects in material or workmanship for 12 months after the original purchase date. The user must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by an authorized service personnel. If the authorized distributor/ dealer finds the Battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement Batteries will be warranted for the balance of the original warranty period.

COMMERCIAL USE 6-MONTH GUARANTEE DelTran warrants to the original commercial user that the Battery will be free from defects in material or workmanship for 6 months after the original purchase date. The user must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/ dealer finds the Battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement Batteries will be warranted for the balance of the original warranty period.

The foregoing warranties apply only to use of the Batteries in SLI (starting/lighting/ignition) applications for internal combustion engine power sports vehicles, and only to Batteries sold in the United States and Canada.

If you have questions about warranty coverage for other applications or regions, please contact Johnson Controls at Service@batterytender.com. NO REPRESENTATIVE, SALESPERSON, AGENT, DISTRIBUTOR, OR EMPLOYEE OF DelTran IS AUTHORIZED TO MODIFY ANY OF THE TERMS OF THIS WARRANTY, UNLESS MODIFICATIONS ARE MADE IN WRITING AND SIGNED BY AN AUTHORIZED DelTran OFFICER.