

WARRANTY STATEMENT

U.S. Battery Manufacturing Company (USB) guarantees its products to be free of any manufacturing defects for a period of one-year. This limited warranty only covers defects in material and workmanship. The free replacement one-year period is calculated from the date code stamped on the battery. This limited warranty is non-transferable and the original proof of battery purchase is required. 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). For RE Series warranty refer to separate warranty.

Any implied warranty of merchantability or fitness for a particular purpose shall be void and excluded subsequent to one-year from the date stamp on 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 or to a USB approved distributor for testing and evaluation. Onsite service would be available in most locations at an additional charge. Service charges will vary from location to location, distance traveled and number of batteries involved.

The provisions of this limited warranty 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, the addition of any chemical, operation of the battery in an overcharged, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity); and a battery charged by systems other than those listed on USB's "Approved Charger List" (list available upon request).

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HERIN 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 OFTIME, INCONVIENIENCE 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.