



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 earlier of (a) the Applicable Warranty Period or (b) within 400 cycles to 80% depth of discharge, whichever occurs first. The Applicable Warranty Period is two (2) years for power sports applications; three (3) years in automotive, marine, commercial, and industrial applications; and four (4) years in the case of the 75/86-PC1230, 25-PC1400, 35-PC1400, 34-PC1500, 34M-PC1500, 34R-PC1500, 34/78-PC1500, 65-PC1750, 31-PC2150, 31M-PC2150 and PC2250 batteries. The Applicable Warranty Period begins from the date of purchase with original receipt, or, if no receipt is available, from Manufacturer's shipping date. Within the Applicable Warranty Period, the Battery will be replaced free of charge if, at the discretion of Manufacturer, adjustment is necessary due to defect in material or workmanship (not merely discharged). Batteries for warranty replacement consideration are to be returned to the original supplying distributor/dealer. If not truly 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.

General provisions:

- A.** Manufacturer has no obligation under the limited warranty set forth above in the event the Battery is damaged or destroyed as a result of one or more of the following:
- Willful abuse or 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.
 - Failure to properly install the Battery or lack of metal jacket for high temperature or vibration applications.
 - Normal deterioration in the electrical qualities or the acceleration of such deterioration due to conditions that accelerate such deterioration.
 - 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 the establishment of irreversible crystallized sulphation in the battery plate oxide.

(over)

Failure to address this destroys battery capacity and voids the warranty, as this is not a warranted defect in materials or workmanship. A battery with an open circuit voltage (OCV) of equal to or less than 10.0V will be deemed as overdischarged and void from warranty due to misuse and/or neglect.

B. To obtain warranty service:

1. Return the Battery to any authorized ODYSSEY battery 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 sole 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.