

# Manufacturer's Limited Warranty - United States and Canada

TROJAN® or any of its authorized distributors or dealers in the United States and Canada ("Battery") to be free of defects in material and workmanship for a period of 12 months, (except 18 months on T105, T105+, T875, T1275 and T1275+) after the date of purchase, as evidenced by the original receipt (the "Warranty Period"). Within the Warranty Period, subject to the exclusions listed below, Manufacturer will replace the Battery free of charge if replacement is necessary due to defects in material or workmanship. This Limited Warranty is limited to the original purchaser of the Battery, and is not transferable to any other person or entity.

#### NOT COVERED BY THIS LIMITED WARRANTY:

Manufacturer has no obligation under this Limited Warranty with respect to any defects or damage to the Battery arising from any abuse or mishandling of the Battery, or from any one **or** more of the following:

- Neglect, such as improper fluid levels (under or over watering), damage from shipping, loose wiring, or rusted or corroded hardware;
- Misapplied or improperly sized Battery for the application;
- Batteries exposed to excessive heat or cold temperatures;
- Batteries that have had the manufacturing date codes destroyed or tampered with;
- Breakage, freezing, explosion, fire, wreckage, overcharging, undercharging, overdischarging, charging or installing in reverse polarity, improper maintenance, melted and or broken terminals, improper storage, or addition of any chemical or solution other approved water; or
- Failure to properly install the Battery.

This Limited Warranty does not cover Batteries sold by Manufacturer or any authorized TROJAN® distributor or dealer to third-party vehicle manufacturers. Please contact the vehicle manufacturer for warranty information regarding such Batteries.

This Limited Warranty also does not apply to the TROJAN® line of RE Series batteries, HydroLink™ watering systems, or OverDrive™ 31 AGM batteries, which carry their own Limited Warranties.



#### **HOW TO MAKE A CLAIM:**

For direction on how to process your claim under this Limited Warranty, please contact your authorized TROJAN® distributor or dealer. Proof of purchase will be required. If the product needs to be returned for verification of your claim, return the product, at your expense, and a copy of the proof of purchase to your authorized TROJAN® distributor or dealer. Please refer to Trojan's website for a list of TROJAN® distributors and dealers and contact info.

### WARRANTY DISCLAIMER:

This limited warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer further limits the duration of all, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the warranty period.

Manufacturer's exclusive liability for breach of any warranty on the Battery shall be to replace the Battery within the warranty period in accordance with the terms of this limited warranty. In no event shall manufacturer be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special or otherwise, including any lost profits or removal, shipping, or installation expenses.

#### **LEGAL RIGHTS:**

This Limited Warranty gives you specific legal 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. Please contact your authorized TROJAN® distributor or dealer for the applicable warranty terms.

## **NON-TROJAN WARRANTIES:**

Your authorized TROJAN® distributor or dealer may offer its own warranty in addition to this Limited Warranty; warranty may vary in warranty period, scope of coverage, or exclusions. Manufacturer is not responsible for any such additional distributor or dealer-provided warranties. Please contact your authorized TROJAN® distributor or dealer with any claims you may have under such distributor or dealer warranties.