

### WARRANTY STATEMENTS EFFECTIVE APRIL of 2013

### "Warranty versus Guarantee"

<u>Our warranty covers manufacturing defects</u>. Our warranty does not guarantee fitness-for-use in the application unless that battery has been developed by an OEM as original-equipment. Therefore, the fitness-for-use is up to the purchaser of the battery. Batteries used in the wrong application are not covered by our warranty. Therefore, damaged batteries are not covered under warranty in the way that low-cost lead-acid batteries are warranted. Lead-acid batteries are low cost enough for its makers to re-insure them to provide 'guarantees' which is different from 'warranties.' Their guarantee often covers abuse or user-mistakes.

### What is the Cycle Life of Our Lithium Ion Batteries?

In a controlled environment, a lithium battery will outlast a lead-acid, nickel-cadmium or nickel-metal-hydride battery by a factor up to 5 to 1 (5 times longer.)

Industry standards determine that lithium ion batteries are normally tested at >95% depth-of-discharge (DOD). At a 90% depth of discharge (DOD), our batteries are rated at 2000 cycles. At 80% DOD our batteries are rated at 3000 cycles. The NeverDie® low-voltage-cutoff (LVC) protection system offers three programming levels:

Engine Starting Batteries Our NeverDie® battery enters sleep mode at 85- 90% DOD. The extra 10% of reserve energy is intended to be able to start a generator or an engine which would then charge the batteries back to full capacity.

Deep Cycle Batteries: Our NeverDie® LVC is set to 95% depth-of-discharge to maximize the energy output or capacity of the battery.

USER OPTION: the customer can specify an 80% DOD to be programmed to maximize battery life versus maximizing depth-of-discharge.

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We are commonly asked...'if your lithium batteries last up to 5 times longer, then why isn't your warranty longer?' The proper answer is: we cannot control the environment the battery is exposed to, and, a warranty is not a life insurance policy. An automobile will last for a decade, but its warranty is limited to 3 years. That is why extended warranties cost money. If you are unsure about your installation, please call the factory at 727-726-4204.



## **Lithionics Battery Limited Warranty**

#### **Terms and Conditions**

Lithionics Battery provides a warranty to the **original purchaser** that this battery is free of defects in material and workmanship for the number of months indicated for each battery. (See Attached) LITHIONICS BATTERY WARRANTY IS LIMITED TO REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS AND CONDITIONS. LITHIONICS BATTERY WILL NOT BE RESPONSIBLE FOR ANY EXPENSES FOR INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, LOSS OF TIME, OR OTHER EXPENSES WHICH WOULD BE CONSIDERED AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY DOES NOT COVER DAMAGE TO THE BATTERY CAUSED BY ABUSE OR NEGLECT, A FAILURE TO KEEP THE BATTERY PROPERLY CHARGED OR MAINTAINED, FIRE, COLLISION, EXPLOSION, FREEZING, THEFT, OR OVERCHARGING.

The **original purchaser** must complete the WARRANTY REGISTRATION document that was provided with the battery during shipment. If you did not receive this document or have misplaced it, contact Lithionics Battery to report your serial number and the application/use of the battery. Batteries that are not warranty-registered with Lithionics Battery do not qualify for any warranty coverage. You may also register your battery on-line at <a href="https://www.LithionicsBattery.com">www.LithionicsBattery.com</a>.

This warranty shall be IN LIEU OF any other warranty, express or implied, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.

Note: Some states do not allow limitations on how long an implied warranty lasts, or exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may have other legal rights, which may vary from state to state.

Seller warrants solely to the original end user. All periods described in attached warranty shall be based on the date of sale of the product. The original purchaser may obtain a replacement battery of similar size and power upon payment of a prorated charge based upon the then current published cost per month which is based on the then published List Price of the battery multiplied by the number of full months elapsed since the date of original purchase. Pro rata adjustment is based on the total months of use from the date of purchase to the date of warranty claim rounding to the nearest next month.

For a warranty claim contact the dealer the battery was purchased from or contact Lithionics Battery.



# **Lithionics Battery**

## **Warranty Definitions**

#### All Automotive Engine Starting (Batteries Purchased WITH NeverDie®)

Warranty: 3 Years

Details: Prorated for benefit of use.

### **Large-Scale Deep Cycle (40 to 450 Amp Hours)**

Warranty: 5 Years

Details: Prorated for benefit of use.

#### 12V/16V Racing Series and 12V20A-SBS20, 12V30A-G34, 12V40A-G34EXT

Warranty: 1 Year Pro-Rated

This battery is warranted to be free from manufacturing defects for the total of one year from the date of purchase with the following remedies in the event of defect.

Details: Pro-Rated for Benefit-of-Use Example: if a battery functions for six months and fails due to a defect on our part, a credit of 50% (or,  $\frac{1}{2}$  of 1 year) is provided toward the replacement battery. The warranty starts anew as the battery is essentially being replaced.

Exception: Warranty DOES NOT cover over-discharge. Batteries returned with voltage under 10V (for 12V) and under 12V (for 16V) are not covered under warranty. Use your maintenance charger! Disconnect the battery from parasitic drains when not in use! OR, Install our NeverDie® Battery Management System

### **Energy Packs: Small Scale Up to 20 Amp Hours**

Warranty: 3 Years

Details: 1 Full, Years 2-3 Prorated for benefit of use.

Lithionics Battery warrants only to the **original purchaser** that this battery is free of defects in material and workmanship for the number of months indicated for each battery. (See Attached) LITHIONICS BATTERY WARRANTY IS LIMITED TO REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS AND CONDITIONS. LITHIONICS BATTERY WILL NOT BE RESPONSIBLE FOR ANY EXPENSES FOR INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, LOSS OF TIME, OR OTHER EXPENSES WHICH WOULD BE CONSIDERED AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY DOES NOT COVER DAMAGE TO THE BATTERY CAUSED BY ABUSE OR NEGLECT, A FAILURE TO KEEP THE BATTERY PROPERLY CHARGED OR MAINTAINED, FIRE, COLLISION, EXPLOSION, FREEZING, THEFT, OR OVERCHARGING. This warranty shall be IN LIEU OF any other warranty, express or implied, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.



# Warranty Pro-Rating Examples

Example #1: A deep cycle battery with a 5 year warranty

12V100AEG-G31EXT Customer paid \$1295.00 (assuming replacement battery is \$ 1295.00) Returned on the 30<sup>th</sup> month with a confirmed manufacturing defect.

\$1295 (cost of replacement battery)  $\div$  60 = \$21.58 Value Per Month Of Usage  $30 \times 35.97 = $647.34$ 

Customers use of battery = \$ 1295 – 647.34 = \$ 647.66 Credit toward new battery

Note: Prorated charge is based upon the then current cost per month which is based on the then published List Price of the battery multiplied by the number of full months elapsed since the original date of purchase.