



## LATAM WARRANTY



### MANUFACTURER'S LIMITED WARRANTY

#### EXCLUSIVELY FOR LATIN AMERICA (Including all Caribbean Islands)

Trojan Battery Company ("Trojan" or "Manufacturer") warrants each Trojan® - branded battery sold by Trojan or any of its authorized distributors or dealers ("Battery") to be free of defects in material and workmanship for a period of **12 months** 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.

If replacement is necessary, the defective Battery will be replaced with an in-kind replacement. The Warranty Period for the replacement Battery shall be the balance of the original Warranty Period on the originally purchased Battery.

A Battery will not be considered defective unless it fails to support at least 50% of its published capacity during the Warranty Period. A failed Battery is not necessarily due to a manufacturing defect and must be verified.

#### WARRANTY EXCLUSIONS

***The Warranty Period will be reduced by 50% for every 10°C of operating temperatures over 27°C.***

***Batteries should not be used in applications that exceed 50% Depth of Discharge ("DOD").*** A Battery end-of-life within the Warranty Period that is deemed to be caused by wear-out due to discharge/recharge cycling will not be considered a defect and will not be covered by the Limited Warranty. The Battery's life will vary based on the application in which it is used, ambient temperature, frequency of discharges, and depth of discharges. Each discharge that exceeds the recommended depth of discharge as stated in Manufacturer's Operating and Maintenance Instructions will diminish Battery life.

The Battery must be used in the application for which it was designed. The Battery owner must read warning labels on the Battery and exercise due care in working on or around it. The Battery is intended to be serviced only by persons with training or experience with batteries.

Trojan batteries must be maintained in accordance with Trojan Battery's Operating and Maintenance instructions, which are available at: [www.trojanbattery.com](http://www.trojanbattery.com), and purchaser must maintain a maintenance log indicating records of use and maintenance, including initial (installation) data and, in the event of a claim, shall permit examination of these records by Manufacturer's authorized representatives

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY OR EXTEND TO ANY PRODUCTS THAT HAVE BEEN SUBJECTED TO: Accident, abuse or neglect such as improper fluid levels (over or under watering); discharging beyond depth of discharge recommended in Manufacturer's literature; damage from shipping; loose wiring; rusted or corroded hardware; improper maintenance; improper installation; improper storage; improper removal; improper repair; neglect; breakage; cracked covers and cases; bulged or otherwise damaged cases

from heat; freezing; fire; broken/melted terminals; explosion; wreckage; exposure to excessive heat or cold temperatures; operating conditions or applications above the rated capacity of the product; the addition of any chemical or solution; insufficient charging (undercharging, overcharging or lack of periodic equalization charges); use of the Battery in an uncharged condition; discharged batteries; improperly sized batteries or oversized Battery sets; improperly sized charging systems; batteries damaged from electrical equipment; if the manufacturing and/or finishing date codes have been destroyed or tampered with; or if the batteries have not been used, operated and/or maintained in accordance with Manufacturer's Operating and Maintenance instructions.

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.

#### **HOW TO RECEIVE WARRANTY SERVICE AND/OR 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. Batteries still in serviceable condition or otherwise not covered by this Limited Warranty will be returned to the customer at the customer's expense and may be subject to a testing fee.

If you have questions about this limited warranty, please contact the nearest authorized Trojan Battery Company dealer or the Trojan Battery Company customer Service department at +1-562-236-3045.

#### **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.

**EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

#### **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.