

Briter Products Ion-Ready Battery Warranty

STANDARD WARRANTY: Briter Products warrants that all new Ion-Ready batteries used in Recreational Vehicle applications will be free of defects in materials or workmanship during the five (5) year period ("Warranty Period") commencing as of the date of delivery.

LIMITED REMEDY This warranty is expressly limited as follows. The warranty is limited to the Customer, defined as the OEM or original end-user, and is non-transferrable. Briter Products' entire liability and obligation to Customer under this warranty shall be expressly limited to the repair, replacement or crediting, as Briter Products may choose at its sole discretion, of any defective or nonconforming products of which Customer has first given written notice to Briter Products of such defect or nonconformity. No claim under this warranty shall be valid unless, within thirty (30) days of the date upon which Customer discovered or reasonably should have discovered the defect or product failure, Customer furnishes Briter Products written notice describing in reasonable detail the nonconformity with the above warranty. Absent such timely notice, Customer shall be deemed to have waived any defect which could be determined based upon a reasonable inspection of the product.

GENERAL WARRANTY LIMITATIONS The foregoing warranty is valid only if the product is handled, stored, installed, operated and maintained in accordance with all reasonable instructions of Briter Products and with standard industry practice. The foregoing warranty will not apply to defects that result from misuse, abuse, modification, improper installation or application, loose terminal connections, under-sized cabling, incorrect connections, environmental damage (e.g. exposure to extreme hot or cold temperatures; fire, freezing, or water damage), lack of maintenance (e.g. allowing dirt, debris, fuel, oil or chemicals to build up on casing), vehicle collision, or from maintenance or repair of the product by Customer or others. The warranty will not apply if manufacturer's date codes or labels have been tampered with or removed, or if the product is undersized for its application, or if damaged by use of an improper charger (such as a lead-acid charger rather than a charger adapted for lithium batteries), or if published maximum charge and discharge rates are exceeded. The warranty also will not apply if, without Briter Products' consent, the product is subjected to tests other than those specified by the latest revision of ANSI for the particular product.

Any claim or action for breach of any of the foregoing warranty must be brought within two years after the claim or cause of action has accrued. Briter Products' liability on any claim of any kind arising out of or related to the Product shall in no case exceed the purchase price of the Product. Briter Products is not responsible for any expenses related to installation/removal, electrical system tests, battery charging, loss of time or other expenses which should be considered incidental damages, including all shipping charges after the first 30 days of warranty. This warranty extends to product failure due to manufacturing defects; it does not apply to mere discharge.

NOTE: DEPENDING UPON STORAGE AND USAGE, A LITHIUM-ION BATTERY MAY REACH NORMAL END OF LIFE WITHIN FIVE YEARS; THIS WARRANTY IS NOT A GUARANTY THAT ANY BATTERY WILL LAST FIVE YEARS; BRITER PRODUCTS WILL DENY ANY WARRANTY CLAIM IF IT IS DETERMINED THAT THE BATTERY SIMPLY REACHED END OF NORMAL LIFE.

EXCEPT FOR THE ABOVE WARRANTIES, BRITER PRODUCTS MAKES NO WARRANTY OF ANY KIND. THE ABOVE WARRANTIES ARE EXCLUSIVE, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) ARE DISCLAIMED.

THE ABOVE REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR ANY OTHER OBLIGATION ARISING BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE PRODUCT REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT LAW, TORT LAW (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) OR OTHER LEGAL THEORY.

IN NO EVENT SHALL BRITER PRODUCTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF CUSTOMER INCLUDING WITHOUT LIMITATION LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES OR LOSS OF REVENUE OR ANTICIPATED PROFITS.

EXTENDED WARRANTY TERMS: Our Extended Warranty extends the coverage of our Standard Warranty, described above, for an additional five (5) years. For products covered by our Extended Warranty, Briter Products warrants that the product will be free of defects in materials or workmanship for a period of five additional years from the end date of the original Limited Warranty. During the Extended Warranty period, Briter Products will repair, replace or credit, as Briter Products may choose at its sole discretion, any defective products. All other terms, conditions, limitations and exclusions set forth above concerning our Standard Warranty apply also to this Extended Warranty.