

THE CROSSCOUNTRY BATTERY LIMITED WARRANTY

I. THIS IS A LIMITED WARRANTY. THE CROSSCOUNTRY BATTERY ("CROSSCOUNTRY") ISSUES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, WHICH EXTENDS BEYOND THE DESCRIPTION HEREOF.

II. FREE REPAIR OR REPLACEMENT PERIOD

ANY NEW BATTERY WHICH BECOMES UNSERVICEABLE OWING TO DEFECTS IN MATERIAL OR WORKMANSHIP WITHIN 90 DAYS OF ORIGINAL SALE WILL BE REPAIRED OR REPLACED TO THE ORIGINAL USER.

THIS LIMITED WARRANTY APPLIES TO UNSERVICEABLE BATTERIES ONLY. A BATTERY THAT IS DISCHARGED IS NOT UNSERVICEABLE. THE BATTERY MUST BE UNSERVICEABLE OWING TO A DEFECT IN EITHER MATERIAL OR WORKMANSHIP ONLY.

THE CUSTOMER WILL NOT BE CHARGED FOR THE REPAIR OR REPLACEMENT OF THE BATTERY BUT MAY BE CHARGED FOR TRANSPORTATION, RECHARGING, AND RENTAL SERVICE.

THIS LIMITED WARRANTY IS EFFECTIVE ONLY IF THE BATTERY WAS SOLD WITHIN 6 MONTHS FROM THE MANUFACTURER'S SHIPPING DATE.

III. PRO-RATA ADJUSTMENT PERIOD

ANY BATTERY THAT BECOMES UNSERVICEABLE AFTER THE EXPIRATION OF THE FREE ADJUSTMENT PERIOD ABOVE BUT BEFORE THE EXPIRATION OF THE PRO-RATA PERIOD MAY BE EXCHANGED FOR A NEW BATTERY ON A PRO-RATA ADJUSTMENT BASIS. THE PRO-RATA COST PER MONTH IS DETERMINED BY DIVIDING THE CURRENT SUGGESTED LIST PRICE IN EFFECT BY THE SERVICE ADJUSTMENT PERIOD. CHARGES TO THE ORIGINAL OWNER ARE BASED ON THE ACTUAL NUMBER OF MONTHS OF SERVICE DELIVERED BY THE BATTERY THAT IS REPLACED.

IV. THIS LIMITED WARRANTY **DOES NOT APPLY** IN THE FOLLOWING CIRCUMSTANCES: IF THE CONTAINER, COVERS OR TERMINALS ARE BROKEN, IF THE BATTERY HAS BEEN OPENED, FROZEN, OR DAMAGED BECAUSE OF NEGLIGENCE OR ABUSE INCLUDING BUT NOT LIMITED TO FIRE, WRECKAGE, OR EXPLOSION, IF ELECTROLYTE OTHER THAN AS RECOMMENDED BY THE FACTORY HAS BEEN USED, IF THE MANUFACTURER'S CODE MARKINGS HAVE BEEN REMOVED OR DESTROYED, IF THE BATTERY IS OVERCHARGED, OR IF THE BATTERY IS USED OF AN ELECTRICAL SIZE SMALLER THAN THE SIZE SPECIFIED BY THE VEHICLE MANUFACTURER OR USED IN APPLICATIONS FOR WHICH THEY WERE NOT DESIGNED OR INTENDED OR IF THE BATTERY IS INSTALLED OR CHARGED IN REVERSE. CROSSCOUNTRY IS NOT RESPONSIBLE FOR ANY COMPUTER OR MEMORY LOSS.

LIMITATION OF DAMAGES

CROSSCOUNTRY IS NOT RESPONSIBLE FOR INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF USE.

MANDATORY ARBITRATION

ALL DISPUTES AND CONTROVERSIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY, WHETHER RELATING TO CONSTRUCTION, VALIDITY, MEANING, PERFORMANCE OR NON-PERFORMANCE THEREOF, SHALL BE SUBMITTED TO AND FINALLY SETTLED BY ARBITRATION.

V. HOW TO OBTAIN WARRANTY PERFORMANCE

1. RETURN BATTERY TO ANY FACTORY AUTHORIZED WHOLESALER OR DEALER. THE FACTORY AUTHORIZED WHOLESALER OR DEALER WILL MAKE THE DETERMINATION IF THIS LIMITED WARRANTY APPLIES.
2. IF THE BATTERY IS DETERMINED TO BE COVERED BY THE TERMS OF THIS LIMITED WARRANTY IT WILL BE ADJUSTED PURSUANT TO THE TERMS OF SECTIONS (2) AND (3) ABOVE.
3. PROOF OF PURCHASE IS REQUIRED.
4. TO DETERMINE IF THE BATTERY WAS SOLD WITHIN 6 MONTHS OF THE MANUFACTURER'S SHIPPING DATE COMPARE DATE OF PURCHASE WITH MONTH AND YEAR LISTED ON BATTERY. A PORTION OF ANY MONTH IS CONSIDERED A WHOLE MONTH.

VI. DANGER

BATTERIES PRODUCE EXPLOSIVE GASES. KEEP SPARKS, FLAME, CIGARETTES AWAY. VENTILATE WHEN CHARGING OR USING IN ENCLOSED SPACE. ALWAYS SHIELD EYES AND FACE WHEN WORKING NEAR BATTERIES. BATTERIES CONTAIN SULFURIC ACID. AVOID CONTACT WITH SKIN, EYES OR CLOTHING. IN THE EVENT OF AN ACCIDENT FLUSH WITH WATER AND CALL A PHYSICIAN IMMEDIATELY. KEEP OUT OF REACH OF CHILDREN.