



WARRANTY STATEMENTS **RETAIL CUSTOMERS** Revision: Q1 2014

**“Warranty Versus Guarantee”** (Or, *“Batteries Don’t Die...They are Murdered”*)

- Your battery was 100% load-tested and certified prior to shipment to you. A copy of the test report is available upon request.
- Our battery systems have been tested and certified to deliver 2000 cycles in applications where the installation environment and charging-discharging conditions meet our specifications and fitness-for-use by the **Purchaser**.
- The Purchaser of the battery is responsible for understanding all the external forces on the battery that Purchaser’s installation will exhibit.
- If you, as the Purchaser of the battery, do not have complete knowledge or data collected on your installation, please contact Lithionics Battery for further technical support and applications engineering advice. If development or testing costs for your specific application are required, we will advise accordingly.
- Since Lithionics Battery cannot control the installation conditions and the habits of the user, there is no Guarantee that a Battery will provide 2000 cycles. *Therefore, the Warranty-for-Defects cannot be interpreted as a Guarantee-for-Fitness-of-Use in the Purchaser’s application.*

**Section 1: Batteries With NeverDie® Battery Management System  
(The Lithionics Battery NeverDie® User Guide Provides Further Warranty  
Conditions for the Installation. Please Obtain a Copy.)**

Lithionics Battery LLC ("Manufacturer") warrants each NeverDie® -branded batteries with a BMS sold by Lithionics Battery 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. This is based on the original date stamp (serial number) on the battery (see Note 1.) Within the Warranty

period, subject to the exclusions listed below, Manufacturer will repair the Battery free of charge if replacement is necessary due to defects in material or workmanship. The customer is required to pay for the return-shipping costs for batteries suspected to have a manufacturing defect. This Limited Warranty is limited to the original purchaser of the Battery, and is not transferable to any other person or entity.

\*International Customers: Lithium Ion Batteries are Class 9 HazMat categorized products due to their high energy densities. Lithionics Battery shall not be responsible for shipping costs to return batteries that are 'suspected' to have a manufacturing defect. Our batteries are 100 percent load-tested and certified to meet our quality and advertised performance standards prior to shipping.

Notes:

1. The purchaser of the Battery must register the Battery on-line at [www.LithionicsBattery.com](http://www.LithionicsBattery.com) and provide an "In-Service" date which will over-ride the date-code of the battery. This is required within 2 weeks of the purchase date of the Battery.
2. Purchaser of Battery with a suspected defect condition are required to return the battery to Lithionics Battery in Clearwater, Florida, at Purchaser's expense, for testing and analysis. If the Battery has been determined to have a manufacturing defect, Manufacturer will repair the battery and ship the battery to the Purchaser freight pre-paid. Batteries that are repaired due to damage caused by Purchaser shall be have the repair and shipping cost prepaid by the Purchaser prior to the return of the Battery.
3. Batteries that have had the serial number removed or the WARRANTY SEAL broken are not covered by any warranty.

***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 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 are stored in winter freezing conditions;
- Batteries that have had the manufacturing date codes destroyed or tampered with;
- Breakage, freezing, explosion, fire, wreckage, overcharging, undercharging, over discharging, charging or installing in reverse polarity, improper maintenance, melted and or broken terminals, improper storage, immersion in water or any other fluid.
- Failure to properly install the Battery.
- Batteries that have been stored in an insufficiently-charged state and returned in an over-discharged state.
- Batteries that have been stored for more than 6 months without use.
- Batteries that have been charged by a non-approved charger.
- 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 [www.LithionicsBattery.com](http://www.LithionicsBattery.com).
- 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.

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

## **Section 2: 12V and 16V Racing Batteries Sold Without NeverDie® BMS**

Batteries sold without a NeverDie® Battery Management System are covered to the same conditions above, except for a period of six (6) months and with this additional condition:

- Batteries returned at over-discharged voltages are not covered under Warranty.
- Batteries that were sold without a corresponding purchase of a Lithionics Battery labeled and approved charger.