



## EcoSmart® Batteries' Limited Warranty — United States (effective on batteries purchased May 1, 2019 or later)

***Important: Keep this Limited Warranty and sales receipt in glove compartment.***

**Read Carefully:** This limited warranty contains mandatory and binding individual arbitration and class-action waiver provisions, and other provisions that limit your legal rights. Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this limited warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**What Batteries Are Covered:** EcoVolt® Power Corporation (EPC) provides this limited warranty to the original retail purchaser of an EcoSmart® branded battery when purchased from an EPC Authorized Dealer in the 50 States of the United States or the District of Columbia.

**EPC's Performance Warranty:** EPC warrants that your battery is free of defects in material and workmanship for a **three-year period from the date of purchase**. EPC's Performance Warranty consists of the free replacement of the defective battery with a new EcoSmart battery of the same type. To obtain a replacement battery, you must present your original battery to an EPC Authorized Warranty Dealer or All Battery Center Store that has an appropriate replacement battery in stock. That dealer will have a reasonable time to test your original battery and, if defective, replace it according to the terms of this limited warranty.

**What You Must Do:** If your residence or place of business if commercial use is within 30 miles of the EPC Authorized Dealer from which you purchased the defective battery, you must return to that EPC Authorized Dealer for the battery replacement. If your residence or place of business is outside 30 miles of the original EPC Authorized Dealer but within 30 miles of any other EPC Authorized Dealer (see our Dealer directory at [www.ecovoltpower.com](http://www.ecovoltpower.com)), you must obtain your free replacement battery from any EPC Authorized Dealer located within 30 miles of your residence. If no EPC Authorized Dealer is within 30 miles of your residence or place of business, then you may purchase an equivalent non-EcoSmart branded battery and copies of the original receipts received by you in purchasing both the EcoSmart and non-EcoSmart batteries to the original EPC Authorized Dealer from which you purchased the EcoSmart battery, together with your name and return address. A check reimbursing you for your costs in purchasing and installing the replacement battery will be mailed to you.

**Warranty Exclusions and Limitations of Remedy:** This limited warranty does not cover batteries that are merely discharged, or that are damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, freezing, theft, overcharging, alteration, improper installation, use of special additives, unauthorized attempt to repair, or failure to keep the battery properly maintained. EPC's liability is limited to either the replacement of the battery or reimbursement of expenses according to the terms of this limited warranty. EPC will not be liable for any punitive, consequential, or incidental damages, such as the cost of towing, electrical system tests, charging a battery, rental vehicles, labor, loss of time, loss of use of a vehicle, lost profits, or damage to property other than the battery. Some States do not allow the exclusion or limitation of these incidental or consequential damages, so the above limitations or exclusions may not apply to you.

**Legal:** This limited warranty controls all warranty claims. EPC makes no other express warranties.

**Notice of Arbitration Agreement and Class Action Waiver:** This agreement provides that all disputes between you and EPC will be resolved by BINDING INDIVIDUAL ARBITRATION. YOU GIVE UP YOUR RIGHT TO GO TO COURT, EXCEPT for matters that may be taken to small claims court. In arbitration, you and EPC agree to WAIVE THE RIGHT TO A TRIAL BY JURY. You and EPC also WAIVE the right to participate in a class-action lawsuit or class-action arbitration. See [www.adr.org](http://www.adr.org) or call 800.778.7879 for information about how to initiate arbitration and the procedures that will be used.

**Mandatory and Binding Individual Arbitration:** In accordance with the Federal Arbitration Act, you and EPC agree to arbitrate — on an individual basis only — any claim or dispute that is related to the purchase, use, performance, warranty, or return of your EPC battery. You and EPC will submit any such dispute to final, binding individual arbitration before the American Arbitration Association (AAA), or if the AAA is not available, JAMS, [www.jamsadr.com](http://www.jamsadr.com). Unless you and EPC agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Mandatory and Binding Individual Arbitration provision, but in no event shall any AAA rule or procedure be used that would allow for arbitration to proceed on a class action or other aggregate basis. You and EPC give up the right to go to court, except that either you or EPC may bring an individual action in small claims court. Otherwise, this Mandatory and Binding Individual Arbitration provision shall be a complete defense to any suit, action, or proceeding in any federal, state, or local court or before any administrative tribunal with respect to such disputes. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority and jurisdiction to resolve any such disputes. The arbitrator's authority specifically includes disputes relating to the scope or applicability of this Mandatory and Binding Individual Arbitration provision or the interpretation, applicability, enforceability, or formation of this limited warranty, including but not limited to any claim that all or any part of this limited warranty is void or voidable. Arbitrator decisions are enforceable and are subject to very limited review by a court. Judgment on an award rendered in arbitration may be entered in any court having jurisdiction. This Mandatory and Binding Individual Arbitration provision applies to the full extent allowed by law, except where prohibited by State or federal law.

**Class Action Waiver:** You and EPC further agree that any claim or dispute between you and EPC that is related to the purchase, use, performance, warranty, or return of your EPC battery will only be asserted in an individual capacity. You and EPC will not pursue any class arbitration, class action, or other aggregate or representative proceeding seeking relief on behalf of anyone other than yourself or itself.



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**Statute of Limitations:** Any action, arbitration, or other proceeding based on any claim or dispute that might arise between you and EPC that is related to the purchase, use, performance, warranty, or return of your EPC battery must be commenced within 2 years after the events giving rise to that claim.

**Choice of Law:** EPC is headquartered in New Jersey. You and EPC agree that the law of New Jersey will apply to any claims or disputes between you and EPC involving the purchase, use, performance, warranty, or return of your EPC battery. This choice-of-law provision is intended to be given the broadest possible scope and applied to all claims and disputes, without regard to conflict of laws rules.

**Some Limitations May Not Apply in Particular Jurisdictions:** Some States may not allow certain provisions of this limited warranty, so these provisions may not apply to you. No provision is intended to limit, modify, take away from, disclaim, or exclude any mandatory warranty requirements provided by any State, unless permitted by that State's law or federal law. This warranty gives you specific legal rights, and you may also have other legal rights, which vary from State to State.

**Severability:** If any provision of this limited warranty is held unenforceable, all remaining provisions of this limited warranty shall remain in full force and effect — except that if a claim or dispute is presented as a class arbitration, class-action lawsuit, or as any other aggregate or representative-type proceeding and the Class Action Waiver provision is found to be invalid or unenforceable, then the Mandatory and Binding Individual Arbitration provision shall also become null and void, and the claim or dispute will be decided by a court.

**California Proposition 65 Warning:** Batteries, battery posts, terminals and related accessories contain lead and lead compounds, and other chemicals known to the State of California to cause cancer, birth defects and reproductive harm. Wash hands after handling!