

LEISURE BATTERY

Metindustrial (Pty) Limited - trading through its division First National Battery ("FNB") warrants to the original purchaser only, that this battery will be free of defects in material and / or workmanship, under normal use and service conditions and in terms of correct application, for a period of twelve (12) months as from date of purchase ("warranty term").

This warranty extends to the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique. Namibia and Swaziland only.

FNB's sole obligation in terms of this warranty shall be, in the event of any defects in material and/or workmanship arising within the warranty term to, in its sole discretion, repair or replace the battery, without charge to the purchaser, within a reasonable time period, subject to the following conditions: -

1. Any claim in terms of this warranty must be made as soon as the purchaser becomes aware of the defect and which must become apparent within the warranty term: Failure to notify FNB or its duly authorised agents of any alleged defect, within the warranty term, will render the warranty void;
2. The purchaser must return the defective battery to FNB or its duly authorised agents free of charge within the warranty term and exhibit satisfactory proof of purchase of the battery from FNB or its duly authorised agents;
3. The warranty on the repaired or replaced battery shall extend from the original date of purchase of the "defective" battery;
4. This warranty shall not apply where the battery is used as a vehicle starter battery or in applications of deep cycle use such as in scrubbers, sweepers or golfcarts;
5. This warranty is void if failure of the battery has resulted from failure to maintain the battery in a fixed position, abuse or neglect; improper use / mis-application (including applications not provided for); incorrect over or under charging (whether due to a faulty electrical system or charging apparatus or failure to keep the battery properly charged or maintained); use of battery acid or additives; excessive / abnormal wear and tear; overheating; overfilling; environmental conditions or any other damage whatsoever arising from, inter alia, accident / collision / tipping of the craft wherein the battery is housed: fire, explosion, freezing, theft, civil commotion, labour / political unrest or noting;

6. This warranty is in lieu of any warranties (express or implied) or conditions implied by law, which are hereby specifically excluded and no warranties, representations or undertakings of whatever nature have been made or given by FNB or on its behalf other than as stated herein;
7. FNB and its duly authorised agents exclude all liability for damage, loss or injury howsoever suffered (including but not limited to damage or loss suffered as a result of leaked battery acid) and shall not be held liable for any damages, losses, injury, expenses or costs (whether of a direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered which may arise out of or relate to the use or inability to use this battery or any failure to meet this warranty.