

SMF 100/101 BATTERY - AUTOMOTIVE APPLICATION

March 2008

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 in a vehicle whose specifications requires a battery of a different size / ampere hour capacity or where this battery is fitted below or above the suggested ampere hour capacity (at the 20 hour rate) as specified in FNB'S official BatterySelection Guide or, in the case of original equipment installed by a vehicle manufacturer,
5. This warranty is void if failure of the battery has resulted from abuse or neglect; improper use / mis-application (including incorrect over or under charging; failure to keep the battery properly charged or maintained; or use in automotive vehicles without properly operating starting or charging systems); use of the battery in continuous shift; overheating; tipping over; excessive use and abnormal wear and tear during the warranty term (including commercial use): use in a vehicle fitted with additional or non-standard electrical extras; environmental

conditions or any other damage arising from, inter alia, accident / collision, fire, explosion, freezing, theft, civil commotion, labour / political unrest or rioting;

6. This warranty shall, further, not apply where the battery is otherwise used in applications for which this battery was not designed for amongst others, solar applications;
7. 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;
8. FNB and its duly authorised agents exclude all liability for damage, loss or injury howsoever suffered 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 whatsoever to meet this warranty.