

## **STARTER 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 said 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. FNB shall not be liable under this warranty where the battery is used in a vehicle whose specifications require a battery of a different size or 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 Battery Selection Guide or, in the case of original equipment installed by a vehicle manufacturer, not according to their official specified capacity;
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 or accident: failure to keep the battery properly charged or maintained; or use in automotive vehicles without proper operating, starting or charging systems); use of the battery in continuous shift; overheating; overfilling; tipping over; missing or loose vent caps; use of battery acid or additives; 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, Acts of God, government wars, embargoes or shortages or delays / damages or loss during transit or where FNB reasonably determines that the battery has been repaired or altered by any third party other than FNB or its duly authorised agent;

6. This warranty shall, further, not apply where the battery is used other than for automotive application and for which this battery was designed;
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 shall not be liable for and the purchaser shall not be entitled to claim from FNB or its duly authorised agents for damages, losses, penalties, injuries, expenses or costs (whether of a direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered from whatsoever cause arising unless specifically accepted by FNB in writing.