	POLICY MANUAL		REF NO: POL-60-04
	SUBJECT:	Automotive Warranty – SMF Range: Used in Cycling Duty	REV: 0
			DATE: 22.05.2024

This warranty is made by METINDUSTRIAL (PTY) LIMITED – trading through its division FIRST BATTERY (“FIRST BATTERY”).

FIRST BATTERY’S Warranty in respect of this Battery is in addition to the warranty offered in terms of the CONSUMER PROTECTION ACT (“CPA WARRANTY”). The CPA warranty will only apply should the CPA be applicable to the original purchase of the Battery.

A. CPA WARRANTY

Should the CPA be applicable to the original purchase of the Battery, FIRST BATTERY warrants to the original purchaser of the Battery that only during the first period of **6 (six) months** from the date of purchase (or date of first delivery of the Battery to the purchaser) that the Battery:-


1. is in good working order and free of defects in material and workmanship under normal use and service conditions and in terms of correct application;
2. is suitable for the purpose the Battery is generally intended and which is cycling duty application;
3. will be usable and durable for a reasonable period.

If the Battery does not comply with the above, FIRST BATTERY will, at the direction of the purchaser:-

- i. repair or recharge the Battery or;
- ii. replace the Battery or;
- iii. refund the price paid for the Battery.

If the Battery is repaired by FIRST BATTERY, the Battery will be covered by the warranty on repaired goods in terms of the CPA for a period of 3 (three) months from date of repair. The warranty on repaired goods is void if the Battery has been

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misused or abused. This warranty does not apply to ordinary wear and tear, having regard to the ordinary intended automotive use of the Battery.

FIRST BATTERY’S Claim Procedure must be complied with and a Claim Form completed. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form.

Any other claim by the purchaser of the Battery should be pursued in terms of the CPA.

The CPA WARRANTY only applies in the Republic of South Africa.

B. FIRST BATTERY’S WARRANTY

Should the CPA not be applicable to the original purchase of the Battery then only FIRST BATTERY’S warranty will apply. FIRST BATTERY’S warranty will also apply to transactions where the CPA is applicable but only subsequent to the first 6 (six) month period referred to in the CPA WARRANTY.

FIRST BATTERY only warrants that this Battery is free of defects in material and workmanship under normal use and service conditions and in terms of correct application and in the event of this not being the case, within a period of **12 (twelve) months** from date of purchase of the Battery (or date of first delivery of the Battery to the purchaser) (“Warranty Term”), FIRST BATTERY undertakes, in its sole discretion to repair the defect, or replace the Battery at its own cost and without charge to the purchaser of the Battery, subject to the following conditions:-

- Any claim in terms of this warranty must be made in terms of FIRST BATTERY’S Claim Procedure as soon as the purchaser becomes aware of the defect or malfunction and which must become apparent within the Warranty Term:

Failure to notify FIRST BATTERY or its duly authorized agents of any alleged defect or malfunction, within the Warranty Term, will render the warranty void;

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2. The purchaser must return the defective Battery to First Battery (or its duly authorized agents) free of charge within the Warranty Term and exhibit satisfactory proof of purchase of the Battery from First Battery (or its duly authorized agents). FIRST BATTERY’S Claim Form must be completed by the purchaser. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form;

3. The warranty on the repaired or replaced Battery shall extend from the original date of purchase of the “defective” Battery and not the repair / replacement date;

4. FIRST BATTERY will 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 FIRST BATTERY’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. First Battery assumes no responsibility for any consequential damage caused to the vehicle or its components, either directly or indirectly, as a result of battery failure or defect.

6. This warranty is void if failure of the Battery has resulted from abuse or neglect; improper use / miss-application (including incorrect over or under charging or accident: failure to keep the Battery properly charged or maintained; cycling at more than 50% of the nominal capacity of the battery, cycling for more than 250 cycles, and discharging by more than 80% of the normal capacity of the Battery; operating the battery below 0°C or above 35°C; 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, if applicable; 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

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additional or non-standard / factory fitted electrical extras (for example alarms, immobilizers, tracking devices, air conditioners, radios and other devices); 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 First Battery reasonably determines that the Battery has been repaired or altered by any third party other than First Battery (or its duly authorised agents);

- 7. The purchaser is obliged to prove to First Battery that the Battery was sized and applied in a manner in which its maximum cycle depth did not exceed 50% of the nominal capacity of the Battery;
- 8. This warranty is void where the Battery is used other than for cycling application and for which this Battery is specifically intended;
- 9. Subject to the CPA, any claim against First Battery (or its duly authorized agents) for harm (physical or economic) suffered by a person or property due to the failure, defect or hazardous nature of the Battery must provide full details of the extent and cost of such harm and include particulars of the steps taken to avoid or limit such harm;
- 10. FNB'S warranty extends to the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia and Swaziland.

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