



NEUTON POWER BATTERY WARRANTY

FOR AUTOMOTIVE, MARINE AND RV IN NEW ZEALAND AND THE PACIFIC ISLANDS

YHI (New Zealand) Limited ("Distributor") warrants, only to the original purchaser, that its batteries listed in the table below, if purchased from YHI (New Zealand) Limited or a YHI (New Zealand) Limited dealer, or installer in the New Zealand or the South Pacific Islands, and used in automotive, marine or RV applications will be free from material defects in material or workmanship from the date sold to the original purchaser through the date stated in the following table (the "Warranty Period"), subject to adjustments as noted below the table. If the battery becomes unserviceable (not merely flat) due to defect in material and/or workmanship within the Warranty Period, YHI (New Zealand) Limited will, at YHI (New Zealand) Limited's option, either: repair the battery or replace the battery with a same or similar battery. This warranty is non-transferable.

FREE REPLACEMENT OR REPAIR PERIOD (MONTHS)						
PRODUCT LINE	BATTERY TYPES	CAR/PASSENGER VEHICLE PRIVATE USE FREE REPLACEMENT OR REPAIR PERIOD (MONTHS)	OFF-ROAD (4WD)	TAIL LIFT, HIAB CRANES, SWING LIFTS, PUMPING EQUIPMENT	TAXI/RACING VEHICLES	MARINE/RV
Maintenance Free Automotive	All types	36	24	-	6	-
Maintenance Free European Automotive (NPDIN)	All types	24	24	-	6	-
Maintenance Free Commercial	All types	24	24	6	6	12
Marine/RV Starting	All types	-	-	-	-	12
Marine/RV Deep Cycle	All types	-	-	-	-	18
Deep Cycle	All types	-	-	-	-	12
Stop-Start	All types	12	-	-	3	-

During the free repair or replacement period, the battery will be repaired or replaced with an in-kind replacement and after a battery has been repaired or replaced, this warranty shall continue with the aspect to the repaired or replaced battery for the balance of the original warrant period on the original product.

HOW TO RECEIVE WARRANTY SERVICE AND/OR MAKE A CLAIM:

To resolve problems with a battery covered by this limited warranty, contact the YHI (New Zealand) Limited authorised wholesaler, dealer or installer from which you purchased the battery in order to confirm the battery condition/defect. You will need to provide proof of purchase along with a populated Battery Claim Form supplied by YHI (New Zealand) Limited on request and regular service records upon request. YHI (New Zealand) Limited or its authorized representative may inspect the battery, which may require having the batteries sent for testing to YHI (New Zealand) Limited or its authorized facility with freight prepaid by the customer. Acceptance of the battery at the facility for testing does not mean that YHI (New Zealand) Limited will accept the warranty claim. Batteries still in serviceable condition or otherwise not covered by this Limited Warranty will be returned to the customer at the customer's expense and may be subject to a testing fee. If you have questions about this limited warranty, please contact YHI (New Zealand) Ltd on 0800 99 33 44.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY OR EXTEND TO ANY PRODUCTS THAT HAVE BEEN SUBJECTED TO:

Accident, abuse or neglect such as improper fluid levels (over or under watering); damage from shipping; loose wiring; rusted or corroded hardware; improper maintenance; improper installation; improper storage; improper removal; improper repair; neglect; breakage; cracked covers and cases; bulged or otherwise damaged cases from heat; freezing; fire; broken/melted terminals; explosion; wreckage; exposure to excessive heat or cold temperatures; operating conditions or applications above the rated capacity of the product; the addition of any chemical or solution; insufficient charging (undercharging, overcharging); use of the battery in an uncharged condition; discharged batteries; improperly sized batteries; if the manufacturing and/or finishing date codes have been destroyed or tampered with.

WARRANTY EXCLUSIONS:

In addition to the warranty disclaimer set forth below, YHI (New Zealand) Limited will not be responsible for any expenses for transportation, duties and taxes, installation, recharging, electrical system tests, loss of time, loss of use of equipment, service calls, use of rentals, or other expenses.

The battery must be used in the application for which it was designed. The battery owner must read warning labels on the battery and exercise due care in working on or around it.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY:

This limited warranty is exclusive and is in lieu of, and YHI (New Zealand) Limited disclaims and excludes, all other warranties or remedies for breach of warranty, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability, non-infringement, or fitness for a particular purpose. YHI (New Zealand) Limited's exclusive liability for breach of any warranty on the battery shall be to repair or replace the battery. In no event shall YHI (New Zealand) Limited or any of its affiliates be liable in contract, tort or otherwise for any loss, claim or damages of any other kind, whether direct, incidental, consequential, exemplary, special, punitive, remote or otherwise, including any lost profits, lost revenue, loss of equipment, cost of purchased power, cost of substitute product, facilities or services, claims of customers of owner, or removal, shipping, transportation or installation expenses. Further, in no event will YHI (New Zealand) Limited's total liability exceed the sum paid by owner for the product giving rise to the claim hereunder.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE

All warranties implied by New Zealand or Pacific Island local country law, including implied warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of the limited warranties set forth above.

No person, agent, distributor, dealer or other third party is authorised to change, modify or extend the terms of the limited warranty in any manner whatsoever.

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