

OPTIMA® Batteries, Inc. Limited Consumer Warranty

OPTIMA® Batteries, Inc. warrants to the original purchaser that the battery is free of defects in material and workmanship for the time period indicated below. The warranty period for a battery is calculated from the original battery purchase date. The original sale receipt is required to establish proof of purchase and warranty date, and must be provided to an authorized OPTIMA distributor or dealer for all warranty claims. The warranty for replacement batteries will be based on the original battery purchase date, as identified on the original battery purchase sale receipt. Under no circumstance will a replacement battery have a warranty date different than the original battery purchase date. If a replacement or adjustment for pro rata is necessary due to a defect in materials and/or workmanship, then upon return to an authorized OPTIMA distributor/dealer for retail store purchases or the OPTIMA Battery factory for purchases made directly from OPTIMA Batteries:

- a) The battery will be replaced free of charge, within the free replacement period from date of original purchase. The original battery sale receipt must be maintained for any further claims.
- b) The original purchaser may obtain replacement of battery of similar type upon payment of prorated charge based upon the current OPTIMA published Manufacturers Suggested List Price (MSLP) of the battery multiplied by percentage of time elapsed since date of purchase, after the free replacement period but within the designated warranty period.

OPTIMA Batteries, Inc. will have no obligation under this limited warranty in the event the battery is damaged or destroyed as a result of any of the following events: improper installation; damage or destruction by abusive overcharging; collision; theft; improper maintenance or mishandling of the battery; natural forces such as wind, lightning, hail, etc.; any willful or negligent act; penetration, or opening of the battery case in any manner. Replacement or provision for a prorated battery price will be honored by an authorized OPTIMA Battery distributor or dealer. You are responsible for paying all of the following costs associated with the replacement or prorated: labor for removal or installation; applicable taxes; and any shipping or transportation costs incurred in returning the battery to the distributor/dealer for evaluation.

THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY IS GRANTED EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

RETAIL STORE PURCHASES

OPTIMA Batteries purchased from retail or wholesale locations will be subject to the *OPTIMA® Batteries, Inc.* Limited Consumer Warranty in addition to the following:

Optima Batteries must be returned with the original receipt to the location where the battery was originally purchased for any warranty service. If you are unable to return the battery to the original purchasing location, you may call OPTIMA Batteries customer service at 888-8OPTIMA to assist you with the nearest service location. Many retail locations will only support our warranty policy if you purchase the battery from that location/chain.

WWW.OPTIMABATTERIES.COM or DIRECT FACTORY PURCHASES

OPTIMA Batteries purchased directly from OPTIMA Batteries, Inc (“Direct Sales”) will be subject to the OPTIMA Batteries, Inc. Limited Consumer Warranty in addition to the following:

1. Customer must call OPTIMA customer service at 888-8OPTIMA to obtain the nearest OPTIMA Online Sales Service Center.
2. If it is determined by Optima that the OPTIMA Online Sales Service Center is relatively convenient for service then the customer will be responsible for taking the battery to that location for service.
3. If it is determined that the OPTIMA Online Service Center is not convenient, OPTIMA will provide arrangements to evaluate the replacement request at our Factory in Aurora, CO. Please see below.

OPTIMA “Direct Sales” to be returned for warranty evaluation must follow one of the following procedures:

Option 1

1. Obtain a Return Goods Authorization Number (RGA) from an OPTIMA customer service person at 888-8OPTIMA.
2. OPTIMA will send special packaging and a call tag to pick up the battery.
3. When the package and call tag arrive, follow the instructions and ship the battery with a copy of the original battery purchase sale receipt to OPTIMA Batteries Inc.
4. OPTIMA will evaluate the request and either:
 - a. Approve the claim and send a replacement product within 10 business days, or
 - b. Deny the claim and recycle the battery in question. Customers may request the battery to be returned subject to paying freight and handling fee including all shipping and packaging costs.

Option 2

If an immediate replacement is needed you can request to have a new battery shipped to you without returning the alleged defective product first. In order to exercise this option you must:

1. Obtain an RGA# from an OPTIMA customer service person at 888-8OPTIMA.
2. Let customer service know that you request an immediate replacement for a potential defect claim.
3. You will be responsible for paying a core charge (retail value) plus standard shipping charges.
4. OPTIMA will send a new battery and a call tag to pick up the old battery.
5. When the package and call tag arrive, follow the instructions and ship the old battery with a copy of the original battery purchase sale receipt to OPTIMA Batteries Inc.
6. Upon receipt of the alleged defect, OPTIMA will evaluate the request and either:
 - a. Approve the claim and fully refund your core plus shipping charges within 10 business days or,
 - b. Deny the claim and recycle the battery in question. No credit will be given.

OPTIMA General Purpose Starting Battery Warranty

OPTIMA Batteries, Inc. starting batteries used in abusive service, deep cycle, or car audio applications are excluded from warranty coverage. OPTIMA deep cycle batteries should be used for these applications.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user battery used within the United States for models 34/78, 75/25, 25, 34, 34R, 35; the following Guarantee/Pro-Rated Warranty:

PERSONAL/NON-COMMERCIAL (72 MONTHS)

36 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal user that the above OPTIMA starting batteries will be free from defects in material or workmanship for three years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by an authorized service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

36 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects its distributors/dealers, for the above OPTIMA starting batteries, to provide an extended pro-rated warranty to the original personal user for the 36-month period following the guarantee period. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by an authorized service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and the authorized OPTIMA Batteries, Inc. pro-rated use charge F.O.B. their location.

COMMERCIAL (36 MONTHS)

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA starting batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

24 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects its distributors/dealers, for the above OPTIMA starting batteries, to provide an extended pro-rated warranty to the original commercial user for the remaining 24-month period. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and an authorized OPTIMA Batteries, Inc., pro-rated use charge F.O.B. their location.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user battery used within the United States for model 6V; the following Guarantee/Pro-Rated Warranty:

PERSONAL/NON-COMMERCIAL (72 MONTHS)

24 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal user that the above OPTIMA starting battery will be free from defects in material or workmanship for two years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide

a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

48 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects its distributors/dealers, for the above OPTIMA starting batteries, to provide an extended pro-rated warranty for the 48-month period following the guarantee period. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and the authorized OPTIMA Batteries, Inc. pro-rated use charge F.O.B. their location.

COMMERCIAL (36 MONTHS)

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA starting batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

24 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects its distributors/dealers, for the above OPTIMA starting batteries, to provide an extended pro-rated warranty for the remaining 24-month period with proof of purchase. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and an authorized OPTIMA Batteries, Inc., pro-rated use charge F.O.B. their location.

If OPTIMA Batteries, Inc. finds that the batteries have not satisfied this guarantee coverage OPTIMA Batteries, Inc. will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. Pro-rated coverage is the responsibility of the distributor/dealer and no credit is due distributor/dealer from OPTIMA Batteries, Inc. during the pro-rated period. In no event shall user or distributor/dealer return batteries to an OPTIMA Batteries, Inc. factory without prior return goods authorization (RGA).

LIMITATIONS ON GUARANTEE AND EXTENDED PRO-RATED WARRANTY

THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you are a distributor or dealer in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

OPTIMA Deep Cycle Battery Warranty

OPTIMA Batteries, Inc. deep cycle batteries used in series string applications **with** a battery management system have warranty coverage for 12 months from date of purchase with proof of purchase. OPTIMA batteries used in series string applications **without** a battery management system have warranty coverage for 1 month from date of purchase with proof of purchase. OPTIMA batteries used in series string applications are excluded from extended pro-rated warranty coverage.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models D34/78, D75/25, D34, D35, D51, D51R; the following Guarantee/Pro-Rated Warranty:

PERSONAL/COMMERCIAL (24 MONTHS)

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal/commercial user that the above OPTIMA deep cycle batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

12 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects distributors/dealers will, for the above OPTIMA deep cycle batteries, to provide an extended pro-rated warranty for the 12-month period following the guarantee period. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and the authorized OPTIMA Batteries, Inc. pro-rated use charge F.O.B. their location.

OPTIMABatteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models D31T, D31A; the following Guarantee/Pro-Rated Warranty:

COMMERCIAL (24 MONTHS)

24 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA deep cycle batteries will be free from defects in material or workmanship for two years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

If OPTIMA Batteries, Inc. finds that the batteries have not satisfied this guarantee coverage OPTIMA Batteries, Inc. will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. Pro-rated coverage is the responsibility of the distributor/dealer and no credit is due distributor/dealer from OPTIMA Batteries, Inc. during the pro-rated period. In no event shall user or distributor/dealer return batteries to an OPTIMA Batteries, Inc. factory without prior return goods authorization (RGA).

LIMITATIONS ON GUARANTEE AND EXTENDED WARRANTY

THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA® BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF

THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

OPTIMA Marine Batteries Warranty

OPTIMA Marine starting batteries (model 34M) used in abusive service, deep cycle, or car audio applications are excluded from warranty coverage. OPTIMA deep cycle batteries should be used for these applications.

OPTIMA batteries used in series string applications **with** a battery management system have warranty coverage for 12 months from date of purchase with proof of purchase. OPTIMA batteries used in series string applications **without** a battery management system have warranty coverage for 1 month from date of purchase with proof of purchase. OPTIMA batteries used in series string applications are excluded from extended pro-rated warranty coverage.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models D34M, D31M, 34M; the following Guarantee/Pro-Rated Warranty:

PERSONAL (36 MONTHS)

18 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal user that the above OPTIMA Marine batteries will be free from defects in material or workmanship for 18 months after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

18 MONTH PRO-RATED WARRANTY COVERAGE

OPTIMA Batteries, Inc. expects distributors/dealers will, for the above OPTIMA deep cycle batteries, to provide an extended pro-rated warranty to the original personal user for the 18-month period following the guarantee period. User will promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement battery and the authorized OPTIMA Batteries, Inc. pro-rated use charge F.O.B. their location.

If OPTIMA Batteries, Inc. finds that the batteries have not satisfied this guarantee coverage OPTIMA Batteries, Inc. will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. Pro-rated coverage is the responsibility of the distributor/dealer and no credit is due distributor/dealer from OPTIMA Batteries, Inc. during the pro-rated period. In no event shall user or distributor/dealer return batteries to an OPTIMA Batteries, Inc. factory without prior return goods authorization (RGA).

LIMITATIONS ON GUARANTEE AND EXTENDED WARRANTY

THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.