

SUPER CHARGE SUPERCHARGE BATTERIES WARRANTY STATEMENT

SUPERCHARGE BATTERIES WARRANTY

SuperCharge Batteries warrants its batteries against defects due to faulty manufacturing during the specified warranty periods. The benefits under this warranty are in relation to legal rights as stated in the Australian Consumer Law and Consumer Guarantees Act (CGA) of New Zealand. In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

WARRANTY COVERAGE

Without limiting the information above, this warranty covers:

- the repair or replacement of the battery
- batteries that become unusable or unserviceable due to manufacturing defects during the warranty period stated in the actual product or any valid contract, where applicable, commencing from the date of purchase (**Note:** Extended warranty covers only those batteries registered under this offer); and
- batteries that are sized correctly, used in the application for which it was intended, and properly charged with an approved charging profile.

WARRANTY CONDITIONS

- Without exemptions, **proof of purchase** is required to claim under this warranty.
- For extended warranty, **proof registration** is required.
- The battery must be presented for evaluation and assessment, if unable to do so the warranty will be refused.
- This warranty is not transferable and is only offered to the original end-user of the SuperCharge battery.
- The warranty period for the replacement battery begins on the original purchase date of the defective battery.
- The claim under this warranty may be refused if the claimant fails to provide SuperCharge Batteries with information reasonably requested in respect of the use and application of the battery, including, but not limited to, registration details of the vehicle in which the battery was used (if applicable).

WARRANTY EXCLUSIONS

The warranty will be voided and not honoured if the battery:

- is flat or discharged, as this does not constitute a manufacturing defect;
- has been removed and transferred to another vehicle;
- was originally fitted to a vehicle that has since been sold to another owner;
- exhibits defects resulting from normal wear and tear;
- shows evidence of after-sale physical damage, abuse, or neglect;
- is damaged due to improper mounting or installation;
- has been subjected to overcharging, undercharging, freezing, fire, or explosion;
- has been discharged due to excessive or faulty electrical loads, leading to sulphation;
- is not maintained with the correct acid levels (for accessible types); is topped up with any liquid or additive other than distilled water (for accessible types);
- suffers damage caused by acid spillage due to overfilling (for accessible types); has been used in the wrong application or under-specified against the vehicle's requirement;
- for Automotive and Marine Starting batteries, warranty is void when used in stop-start and deep cycle applications;
- for Stop-Start batteries, warranty is void when used in deep cycle applications;
- for *Deep Cycle batteries*, warranty is void when used in starting applications;
- has been used in a vehicle with a faulty charging system or faulty terminal connection (corroded, loose, flayed, or reversed);
- has been stored for an extended period without maintenance and reconditioning;
- has tampered markings and broken or removed vent plugs; and
- has been repaired or modified by a third party, without Marshall's consent.

WARRANTY CLAIM PROCEDURE

- The battery, together with the sales invoice or receipt as proof of purchase, must be endorsed for warranty evaluation and validation to any nearest SuperCharge authorised reseller or state or territory office in person or through freight pre-paid by you.
- If SuperCharge, by itself or through an authorised reseller, finds upon examination that the battery is defective due to faulty manufacturing and is within the specified warranty period, then the battery will be replaced with an equivalent battery free of

Nothing contained in this warranty statement excludes, restricts, or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits SuperCharge Batteries to limit its liability, then SuperCharge Batteries' liability shall be limited (at its option) to replacing the goods, supplying equivalent goods, or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods, or having the goods repaired.

This warranty is given by SuperCharge Batteries Pty Ltd (ABN 99 002 848 580 | NZBN 9429036021925) located at AU: 1A Reconciliation Rise, Pemulwuy NSW 2145 | NZ: 72B Highbrook Drive, East Tamaki, Auckland 2013. SuperCharge Batteries can be contacted through email info@supercharge.com.au or by phone AU: 1300 228 888 | NZ: 0800 188 122.