

Interstate Batteries’ Limited Warranty

READ CAREFULLY: This limited warranty contains **mandatory and binding individual arbitration** and **class-action waiver provisions**, and other provisions that limit your legal rights.

Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this limited warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What Batteries Are Covered

Interstate Batteries® (IB) provides this limited warranty to (1) the original retail purchaser, (2) of the Interstate Batteries branded Guardian charger models listed in the Chart below, (3) when purchased from the official IB store on Amazon.com in the 50 States of the United States or the District of Columbia or Canada.

IB’s Performance Warranty

IB warrants that your charger is free of defects in material and workmanship for the duration of the warranty periods listed for your charger model in the Chart below. IB’s Performance Warranty has a Free Replacement Period, and some charger models have an additional Discount Period. If your charger fails due to a defect during the Free Replacement Period, you may obtain a free replacement charger. If your charger also has a Discount Period and fails due to a defect during that Discount Period, you may purchase a replacement charger at a discounted price. Your discounted price will be IB’s Suggested Retail Price (SRP) for your replacement charger model at the time you return your original charger, minus a percentage discount as shown on the Chart below. Any replacement charger you obtain under this Performance Warranty must be identical or reasonably equivalent to your original charger.

To find IB’s SRP for your replacement charger model when you return your original charger, ask your dealer or check IB’s website at www.interstatebatteries.com. The SRP in effect on the date you return your original charger will not be the same price you paid for your original charger, and the SRP may be different than the dealer’s actual selling price for your replacement charger. In some cases, dealers may have different pricing structures and voluntarily offer to sell you a replacement charger during the Discount Period for a lower price. You will still need to pay any taxes and legislatively imposed fees on your replacement charger, and you may also need to pay labor and installation charges. Any warranty coverage that remains on your original charger (when you return it for a replacement charger under this Performance Warranty) will carry over to your replacement charger. Your replacement charger will not have any new or separate warranty coverage.

What You Must Do

To obtain a replacement charger, you must contact the IB Customer Service Team at amz@ibsa.com and you must mail your original charger in accordance with the applicable shipping and packaging instructions to the location identified by the IB Customer Service Team representative. Once your original charger is received at the designated location, IB will have a reasonable time to test your original charger and, if defective, replace it according to the terms of this limited warranty.

Date of Purchase: Your Performance Warranty begins on your date of purchase and extends for the number of months shown on the Chart below. You may establish your date of purchase by presenting the Amazon order number or the order confirmation email for the purchase of your original charger. Otherwise, the IB Customer Service Team will estimate your date of purchase.

Performance Warranty Periods Chart (subject to limitations) (for chargers with “Interstate Guardian” prominently displayed on the label)		
Free Replacement Warranty Period	Months:	1-12
Interstate Batteries branded charger models CHGIB12 and CHGIB40.		Free

Warranty Exclusions and Limitations of Remedy

This limited warranty does not cover: (a) any charger in other than its original condition (reasonable wear and tear excepted); (b) any nonconformance or defect of any charger caused by any modifications or alterations made to, or maintenance performed on, any charger by you or any third party; (c) any nonconformance or defect of any charger caused by third party software, hardware, equipment, or products used with, installed on, or accompanying the charger; or (d) any charger that has been subjected to operating or environmental conditions in excess of limits established by the application specifications or documentation, or otherwise has been damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, freezing, theft, overcharging, alteration, use of special additives, unauthorized attempt to repair, or failure to keep the charger properly maintained. IB’s liability is limited to the replacement of the charger according to the terms of this limited warranty. **IB will not be liable for any punitive, consequential, or incidental damages**, such as labor, loss of time, loss of use of a vehicle, lost profits, or damage to property other than the charger. Some States do not allow the exclusion or limitation of these incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Legal

This limited warranty controls all warranty claims. IB makes no other express warranties.

Notice of Arbitration Agreement and Class Action Waiver
<ul style="list-style-type: none">This agreement provides that all disputes between you and IB will be resolved by <u>BINDING INDIVIDUAL ARBITRATION</u>. You GIVE UP YOUR RIGHT TO GO TO COURT, EXCEPT for matters that may be taken to small claims court.In arbitration, you and IB agree to <u>WAIVE THE RIGHT TO A TRIAL BY JURY</u>.You and IB also <u>WAIVE</u> the right to participate in a class-action lawsuit or class-action arbitration. See www.adr.org or call 1.800.778.7879 for information about how to initiate arbitration and the procedures that will be used.

Mandatory and Binding Individual Arbitration: In accordance with the Federal Arbitration Act, **you and IB agree to arbitrate—on an individual basis only—any claim or dispute that is related to the purchase, use, performance, warranty, or return of your IB charger.** You and IB will submit any such dispute to final, binding individual arbitration before the American Arbitration Association (AAA), or if the AAA is not available, JAMS, www.jamsadr.com. Unless you and IB agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Mandatory and Binding Individual Arbitration provision, but in no event shall any AAA rule or procedure be used that would allow for arbitration to proceed on a class action or other aggregate basis. You and IB give up the right to go to Court, except that either you or IB may bring an individual action in small claims court. Otherwise, this Mandatory and Binding Individual Arbitration provision shall be a complete defense to any suit, action, or proceeding in any federal, state, or local court or before any administrative tribunal with respect to such disputes. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority and jurisdiction to resolve any such disputes. The arbitrator’s authority specifically includes disputes relating to the scope or applicability of this Mandatory and Binding Individual Arbitration provision or the interpretation, applicability, enforceability, or formation of this limited warranty, including but not limited to any claim that all or any part of this limited warranty is void or voidable. Arbitrator decisions are enforceable and are subject to very limited review by a Court. Judgment on an award rendered in arbitration may be entered in any court having jurisdiction. This Mandatory and Binding Individual Arbitration provision applies to the full extent allowed by law, except where prohibited by State or federal law.

Class Action Waiver: You and IB further agree that **any claim or dispute between you and IB that is related to the purchase, use, performance, warranty, or return of your IB charger will only be asserted in an individual capacity.** You and IB will not pursue any class arbitration, class action, or other aggregate or representative proceeding seeking relief on behalf of anyone other than yourself or itself.

Statute of Limitations: Any action, arbitration, or other proceeding based on any claim or dispute that might arise between you and IB that is related to the purchase, use, performance, warranty, or return of your IB charger must be commenced within 2 years after the events giving rise to that claim.

Choice of Law: IB is headquartered in Dallas, Texas. You and IB agree that the law of Texas will apply to any claims or disputes between you and IB involving the purchase, use, performance, warranty, or return of your IB charger. This choice-of-law provision is intended to be given the broadest possible scope and applied to all claims and disputes, without regard to conflict of laws rules.

Some Limitations May Not Apply in Particular Jurisdictions: Some States may not allow certain provisions of this limited warranty, so these provisions may not apply to you. No provision is intended to limit, modify, take away from, disclaim, or exclude any mandatory warranty requirements provided by any State, unless permitted by that State’s law or federal law. This warranty gives you specific legal rights, and you may also have other legal rights, which vary from State to State.

Severability: If any provision of this limited warranty is held unenforceable, all remaining provisions of this limited warranty shall remain in full force and effect—except that if a claim or dispute is presented as a class arbitration, class-action lawsuit, or as any other aggregate or representative-type proceeding and the Class Action Waiver provision is found to be invalid or unenforceable, then the Mandatory and Binding Individual Arbitration provision shall also become null and void, and the claim or dispute will be decided by a court.



Warning: This product can expose you to chemicals, including Vinyl-Chloride, Styrene and Acrylonitrile, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

California Residents Only

If IB does not provide service and repair facilities within California or does not make service literature and replacement parts available to authorized service and repair facilities in California during the express warranty period, then California residents have the option of returning a nonconforming charger to another retail store that sells the same type of Interstate Batteries branded charger. The retail store shall then, according to its preferences, repair your charger, refer you to an independent repair facility, replace your charger, or refund you the purchase price less the amount directly attributable to your prior use of the charger. If the above option does not furnish you with appropriate relief, you may then take the charger to an independent repair facility, if service or repair can be economically accomplished, at IB’s expense.

Contact

For more information on this limited warranty, contact: Interstate Batteries, Customer Service, 12770 Merit Drive, Suite 300, Dallas, Texas 75251. You may also contact IB by phone at 1-800-872-4100 or visit www.interstatebatteries.com.