

# Interstate Batteries’ Limited Warranty–United States

(effective on batteries purchased February 1, 2022 or later)

**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 IBX Powered by Interstate Batteries branded battery 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.

### IB’s Warranty

IB warrants that your battery is free of defects in material and workmanship for the duration of the warranty periods listed for your battery model in the Chart below. If your battery fails due to a defect during the Free Replacement Period, you may obtain a free replacement battery. Any replacement battery you obtain under this warranty must be identical or reasonably equivalent to your original battery.

Any warranty coverage that remains on your original battery (when you return it for a replacement battery under this warranty) will carry over to your replacement battery. Your replacement battery will not have any new or separate warranty coverage.

### What You Must Do

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

**Date of Purchase:** Your 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 battery. Otherwise, the IB Customer Service Team will estimate your date of purchase.

Warranty Period Chart (subject to limitations) (for batteries below with “IBX Powered by Interstate Batteries” prominently displayed on the label)		
Free Replacement Warranty Period	Months:	1–6
Interstate Batteries IBX branded battery models within the powersports product lines that begin with “XTZ,” “XTX,” and models XT9, XT7, XT4 and XT12.		Free

### Warranty Exclusions and Limitations of Remedy

This limited warranty does not cover batteries that are merely discharged, or that are damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, freezing, theft, overcharging, alteration, improper installation, use of special additives, unauthorized attempt to repair, or failure to keep the battery properly maintained. IB’s liability is limited to the replacement of the battery according to the terms of this limited warranty. **IB will not be liable for any punitive, consequential, or incidental damages**, such as the cost of installation, towing, electrical system tests, charging a battery, rental vehicles, labor, loss of time, loss of use of a vehicle, lost profits, or damage to property other than the battery. 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"><li>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.</li><li>In arbitration, you and IB agree to <u>WAIVE THE RIGHT TO A TRIAL BY JURY</u>.</li><li>You and IB also <u>WAIVE</u> the right to participate in a class-action lawsuit or class-action arbitration.</li></ul> See <a href="http://www.adr.org">www.adr.org</a> 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 battery.** 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](http://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 battery 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 battery 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 battery. 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:** Battery posts, terminals and related accessories can expose you to chemicals including lead and lead compounds, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Wash hands after handling. For more information go to [www.P65Warnings.ca.gov](http://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 battery to another All Battery Center retail store that sells the same type of IBX or Interstate Batteries branded battery. The retail store shall then, according to its preferences, repair your battery, refer you to an independent repair facility, replace your battery, or refund you the purchase price less the amount directly attributable to your prior use of the battery. If the above option does not furnish you with appropriate relief, you may then take the battery 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 [InterstateBatteries.com/amz-warranty](http://InterstateBatteries.com/amz-warranty).