



## ODYSSEY® Battery General Product Limited Warranty EH Europe GmbH

### What is covered by the Warranty?

EnerSys Energy Products Inc. ("Manufacturer") warrants the ODYSSEY® branded batteries (hereafter referred to as "Battery") to be free of defects in material and workmanship for the following Applicable Warranty Periods:

#### ODYSSEY® Extreme Batteries (ODX Prefix):

- 2 years for Auxiliary Power Unit (APU), back-up power and other non-engine start cycling applications.
- 3 years for commercial, industrial, marine and automotive engine start applications in non-BCI/DIN sizes.
- 4 years for an engine starting application for all BCI/DIN sizes.

#### ODYSSEY® Extreme Batteries (ODS Prefix)

- 2 years for engine start powersports applications.
- 3 years for commercial, industrial, marine and automotive engine start applications in non-BCI/DIN sizes.

#### ODYSSEY® Performance Batteries (ODP Prefix):

- 2 years for Auxiliary Power Unit (APU), back-up power and other non-engine start cycling applications.
- 3 years for commercial, industrial, marine and automotive engine start applications.

### When Does the Warranty Period Begin?

The Applicable Warranty Period begins from the date of first purchase with original receipt, or if no receipt is available, from Manufacturer's shipping date as stated on the battery. Battery in-service date can be no longer than 2 years from ship date on battery to qualify for warranty. Claims must be filed within 90 days of failure.

### What Will EnerSys Do?

Batteries determined to meet the conditions of this warranty will be replaced free of charge if, at the sole discretion of Manufacturer, adjustment is necessary due to defect in material or workmanship (not merely discharged).

### What Is Not Covered by This Warranty?

- A. The warranty does not cover a Battery reaching its normal end of life which may occur prior to the warranty periods stated above. Depending on the application, a Battery can reach its normal end of life before the end of the Applicable Warranty Period. A Battery can deliver only a fixed number of usable amp-hours over its lifetime and is considered to have reached its normal end of life if the application uses up all of these amp-hours, regardless of the time the Battery has been in service. Therefore, Manufacturer reserves the right to deny a warranty claim if it determines the Battery to be at its normal end of life, even if the claim is filed within the Applicable Warranty Period.
- B. This warranty is non-transferrable and does not cover used, pre-owned and/or ODYSSEY® battery branded products purchased through unauthorized Internet channels (for example: auction sites and unauthorized mass e-commerce sellers/resellers).
- C. Manufacturer has no obligation under the limited warranty as set forth above in the event the Battery is damaged or destroyed as a result of one or more of the following:
  - Willful abuse, misuse, physical damage, neglect or if the top decorative cover has been removed.
  - Natural forces such as wind, lightning, hail; damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the Battery case in any manner.
  - Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be deeply discharged via a parasitic load or mishandling of the Battery such as but not limited to using the terminals for lifting or carrying the Battery. Trickle chargers that do not have a regulated trickle charge voltage between 13.5V and 13.8V (no lower than 13.5V and no higher than 13.8V) will cause early failure of the Battery. Use of such chargers with the Battery will also void the Battery's warranty. For applications where an alternator is present, the alternator must deliver between 14.0V and 14.7V when measured at the Battery's terminals. Consult the manufacturer's Battery technical manual or owner's manual for any necessary temperature compensation. Alternators that do not have a regulated charge between 14.0V and 14.7V (no lower than 14.0V and no higher than 14.7V) will cause early failure of the Battery. Use of such alternators with the Battery will also void the Battery's warranty.
  - Failure to properly install the Battery without the metal jacket for high temperature applications for non BCI/DIN/JIS sizes.
  - Repair or attempted repair of the Battery by anyone other than an authorized Manufacturer's representative shall void this warranty.
  - Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
  - If the Battery is used for an application that requires higher cranking power or a greater reserve rating than the Battery is designed to deliver, or the Battery capacity is less than the Battery capacity specified by the vehicle manufacturer, or the Battery is otherwise used in applications for which it was not designed.
  - Prolonged storage of vehicles with fuel injection computers, alarms, GPS and other electrical devices that require continuous battery power to support active memories; this power drain must be offset with a maintenance-float charger, periodic charging or disconnecting the Battery to prevent irreversible damage to the Battery plates.
  - A Battery with an open circuit voltage (OCV) of equal to or less than 10.5V will be deemed as over discharged and void warranty due to misuse and/or neglect.

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**ODYSSEY® EXTREME BATTERY WARNING – DO NOT USE ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.**

**ODYSSEY® PERFORMANCE BATTERY WARNING – PROLONGED EXPOSURE AND OR IMMERSION INTO ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.**

**How to Obtain Warranty Service:**

Retail, Dealer or Wholesaler purchases: return the Battery to the original retailer, supplying wholesaler or dealer with original purchase receipt.

If the Battery is determined by Manufacturer, in its sole discretion, to be defective for material or workmanship under terms of this limited warranty, it will be replaced. Manufacturer reserves the right to send replacement in kind for batteries no longer available.

Manufacturer's acceptance of any items shipped to Manufacturer shall not be deemed an admission that the items so shipped are defective. Any items shipped back to Manufacturer, shall in Manufacturer's sole discretion, become Manufacturer's property.

**Warranty Limitations:**

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, MANUFACTURER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. ALL BATTERIES ARE DESIGNED TO MEET CERTAIN PERFORMANCE SPECIFICATIONS, SUCH AS COLD CRANKING AMPS AND RESERVE CAPACITY, BUT DUE TO VARYING USES AND OPERATING CONDITIONS, IT IS IMPOSSIBLE TO ANTICIPATE THE USEFUL LIFE OF THIS BATTERY, OR ANY OTHER BATTERY. IF THE BATTERY SHOULD MATERIALLY FAIL DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY SHALL CONTROL THE TERMS FOR ADJUSTMENT. **ENERSYS' LIABILITY IS LIMITED TO REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS STATED ABOVE. IN NO EVENT SHALL ENERSYS ENERGY PRODUCTS, INC. BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL MANUFACTURER BE LIABLE FOR ANY EXPENSES FOR REMOVAL OR INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, LOSS OF TIME OR PROFITS, OR OTHER EXPENSES.** (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.)

Some countries do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country. This warranty shall be governed by and interpreted in accordance with the laws of Switzerland without regard to Switzerland conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

**Manufacturer Contacts:**

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