

## **AGM AUTOMOTIVE WARRANTY**

Warranty is made by METINDUSTRIAL (PTY) LIMITED – trading through its division FIRST NATIONAL BATTERY (“FNB”).

FNB’S Warranty in respect of this Battery is in addition to the warranty offered in terms of the CONSUMER PROTECTION ACT (“CPA WARRANTY”). The CPA warranty will only apply should the CPA be applicable to the original purchase of the Battery.

### **CPA WARRANTY**

Should the CPA be applicable to the original purchase of the Battery, FNB warrants to the original purchaser of the Battery that only during the first period of 6 (six) months from the date of purchase (or date of first delivery of the Battery to the purchaser) that the Battery:

- 1)** is in good working order and free of defects in material and workmanship under normal use and service conditions and in terms of correct application;
- 2)** is suitable for the purpose the Battery is generally intended and which is automotive starter application. This Battery is not suitable for cycling duty;
- 3)** will be usable and durable for a reasonable period.

If the Battery does not comply with the above, FNB will, at the direction of the purchaser:

- i. repair or recharge the Battery or;
- ii. replace the Battery or;
- iii. refund the price paid for the Battery.

If the Battery is repaired by FNB, the Battery will be covered by the warranty on repaired goods in terms of the CPA for a period of 3 (three) months from date of repair. The warranty on repaired goods is void if the Battery has been misused or abused. This warranty does not apply to ordinary wear and tear, having regard to the ordinary intended automotive use of the Battery.

FNB’S Claim Procedure must be complied with and a Claim Form completed. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form.

Any other claim by the purchaser of the Battery should be pursued in terms of the CPA.

## **The CPA WARRANTY only applies in the Republic of South Africa**

### **FNB'S WARRANTY**

Should the CPA not be applicable to the original purchase of the Battery then only FNB'S warranty will apply. FNB'S warranty will also apply to transactions where the CPA is applicable but only subsequent to the first 6 (six) month period referred to in the CPA WARRANTY.

FNB only warrants that this Battery is free of defects in material and workmanship under normal use and service conditions and in terms of correct application and in the event of this not being the case, within a period of 24 (twenty four) months from date of purchase of the Battery (or date of first delivery of the Battery to the purchaser) ("Warranty Term"), FNB undertakes, in its sole discretion to repair the defect, or replace the Battery at its own cost and without charge to the purchaser of the Battery, subject to the following conditions:

- 1)** Any claim in terms of this warranty must be made in terms of FNB'S Claim Procedure as soon as the purchaser becomes aware of the defect or malfunction and which must become apparent within the Warranty Term: Failure to notify FNB or its duly authorised agents of any alleged defect or malfunction, within the Warranty Term, will render the warranty void;
- 2)** The purchaser must return the defective Battery to FNB (or its duly authorised agents) free of charge within the Warranty Term and exhibit satisfactory proof of purchase of the Battery from FNB (or its duly authorised agents). FNB'S Claim Form must be completed by the purchaser. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form;
- 3)** The warranty on the repaired or replaced Battery shall extend from the original date of purchase of the "defective" Battery and not the repair / replacement date;
- 4)** FNB will not be liable under this warranty where the Battery is used in a vehicle whose specifications require a Battery of a different size or ampere hour capacity or where this Battery is fitted below or above the suggested ampere hour capacity (at the 20 hour rate) as specified in FNB'S official Battery Selection Guide or, in the case of original equipment installed by a vehicle manufacturer, not according to their official specified capacity;
- 5)** This warranty is void if failure of the Battery has resulted from abuse or neglect; improper use / miss-application (including incorrect over or under charging or accident: failure to keep the Battery properly charged or maintained; or use in automotive vehicles without proper operating, starting or charging systems); use of the Battery in continuous shift; overheating; overfilling; tipping over; missing or loose vent caps, if applicable; use of battery acid or additives; excessive use and abnormal wear and tear

during the Warranty Term (including commercial use); use in a vehicle fitted with additional or non-standard / factory fitted electrical extras (for example alarms, immobilizers, tracking devices, air conditioners, radios and other devices); environmental conditions or any other damage arising from, inter alia, accident/collision, fire, explosion, freezing, theft, civil commotion, labour / political unrest or rioting, Acts of God, government wars, embargoes or shortages or delays / damages or loss during transit or where FNB reasonably determines that the Battery has been repaired or altered by any third party other than FNB (or its duly authorised agents);

**6)** This warranty is void where the Battery is used other than for automotive application and for which this Battery is specifically intended;

**7)** Subject to the CPA, any claim against FNB (or its duly authorised agents) for harm (physical or economic) suffered by a person or property due to the failure, defect or hazardous nature of the Battery must provide full details of the extent and cost of such harm and include particulars of the steps taken to avoid or limit such harm;