NAPA BATTERIES LIMITED WARRANTY STATEMENT

The Seller Warrants to the original Purchaser that this NAPA Battery, when equal to or exceeding the manufacturer's recommended size and capacity for the vehicle in which it is used, is free of defects in material and workmanship. Selling Warrantor is to complete and present the Limited Warranty Tear-off Form (attached to or enclosed in each battery) to the Purchaser at the time of sale. The Seller is either the NAPA Auto Parts Store or Authorized Distributor who makes the final sale to the end user. Replacement is made only when the battery is determined to be defective due to faulty materials or workmanship. (NOT MERELY DISCHARGED.) The store must perform the appropriate tests with the proper test equipment to determine the true battery condition. In addition, it may be necessary to charge the battery before a determination of the battery condition can be made. When a battery is discharged only, it will become serviceable by bringing it up to full state of charge.

The Warranty Does Not Include:

- A. Improperly tested or untested batteries.
- B. Batteries that are discharged only.
- C. Failure caused by poor maintenance (i.e., low water caused by over charging.)
- D. Broken cases, which include cracked cases, broken posts, pulled out side terminals, etc.
- E. Batteries which are frozen or have been frozen.
- F. Batteries damaged by explosions, fire or collisions.

The replacement should be made with another battery of similar size and capacity. This Warranty is effective for the manufacturer's designated warranty period from the month of purchase as follows:

A FREE REPLACEMENT is made if adjustment is necessary due to defective materials or workmanship upon return of the battery to seller:

- A. within 24 months of purchase for NAPA Select batteries and Orbital O6 battery part numbers 9934/78 and 9986/75.
- B. within 18 months of purchase date for NAPA LEGEND and NAPA SURE START batteries, and within 90 days of purchase date for all other AUTOMOTIVE batteries.
- C. within 18 months of purchase date for all GROUP 30H and 31 COMMERCIAL batteries, and within 6 months of purchase date for all other COMMERCIAL batteries.
- D. within 3 months of purchase date for MARINE and SPECIALTY batteries and within 12 months of purchase date for MARINE battery part numbers 8301, 8302, 9934DC and 9934HDM.

Special Note: ANY BATTERY REPLACED DURING THE FREE REPLACEMENT PERIOD MUST HAVE THE ORIGINAL PURCHASE DATE PUNCHED OUT, NOT THE REPLACEMENT DATE. THE FREE REPLACEMENT WARRANTY CONTINUES FROM THE ORIGINAL BATTERY PURCHASE DATE. RECEIPT OF THE FREE REPLACEMENT BATTERY DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

A **PRO-RATED** replacement is made if adjustment is necessary due to defective materials or workmanship upon return of the battery to the seller:

- A. after 24 months of purchase date for NAPA Select batteries and Orbital O6 battery part numbers 9934/78 and 9986/75.
- B. after 18 months of purchase date for NAPA LEGEND and NAPA SURE START batteries, and after 90 days of purchase date for all other AUTOMOTIVE batteries.
- C. after 18 months of purchase date for all GROUP 30H and 31 COMMERCIAL batteries, and after 6 months of purchase date for all other COMMERCIAL batteries.
- D. after 3 months of purchase date for MARINE and SPECIALTY batteries and after 12 months of purchase date for MARINE battery part numbers 8301, 8302, 9934DC and 9934HDM.

The End User's pro-rated fee is based on the price sheet (adjustment schedule) originally used to sell the battery (Sheet 1, 1A or 4A). The monthly fee is then multiplied by the number of months the battery was in service and this is what the Customer will pay for their new battery. The monthly fee figures appear in the adjustment chart on the back of the Suggested Price Sheet.

THE SELLER'S LIABILITY IS LIMITED TO REPLACEMENT OF THE BATTERY IN ACCORDANCE WITH THE FOREGOING. HOWEVER, SELLER WILL NOT BE RESPONSIBLE FOR ANY INSTALLATION COSTS, LOSS OF TIME OR OTHER CONSEQUENTIAL DAMAGES OR COSTS INCURRED. THIS WARRANTY DOES NOT COVER DAMAGE TO THE BATTERY CAUSED BY WILLFUL ABUSE OR NEGLECT, DESTRUCTION BY FIRE, COLLISION, EXPLOSION, FREEZING, THEFT, RECHARGING, OR FAILURE TO PROPERLY MAINTAIN THE BATTERY. ADDITIONALLY, THE WARRANTY DOES NOT COVER DAMAGE TO BATTERIES WHICH ARE OPENED OR TAMPERED WITH IN ANY MANNER, INCLUDING THE USE OF ANY SPECIAL ADDITIVES OR ELECTROLYTE INTRODUCED INTO THE BATTERY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL BE IN EFFECT FOR LONGER THAN THE MANUFACTURER'S DESIGNATED WARRANTY PERIOD.

NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Use the "Adjustment Table" (found on the back of the appropriate price sheet used to sell the battery) for calculating the Consumer User Pro-Rata cost of the replacement. Use a grease pencil to write the price sheet part number (sheet 1, 1A, 4A) on the side of the battery.

FREE REPLACEMENT EXPLANATION

A free replacement is made when the defective battery is brought in for claim:

A. Within 24 months of purchase date

for Orbital O6 and NAPA SELECT batteries, and within 90 days of purchase date for all other AUTOMOTIVE batteries.

B. Within 18 months of purchase date

for NAPA LEGEND, NAPA SURE START, Orbital O6 MARINE and DEEP CYCLE batteries, and within 90 days of purchase date for all other AUTOMOTIVE batteries.

C. Within 18 months of purchase date

for all GROUP 30H and 31 COMMERCIAL batteries, and within 6 months of purchase date for all other COMMERCIAL batteries.

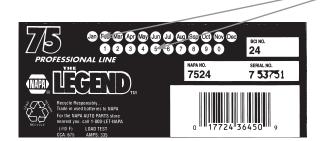
D. Within 3 months of purchase date

for POWER, 4035/75, 60XDT, 6035/75, MARINE & SPECIALTY batteries, and within 12 months of purchase date for battery part numbers 8301 and 8302.

ATTENTION NAPA STORES:

THE WARRANTY PUNCHED OUT ON <u>"THE REPLACEMENT BATTERY"</u> SHOULD REFLECT THE PURCHASE DATE OF THE <u>ORIGINAL BATTERY SOLD TO THE</u> CUSTOMER, NOT THE CURRENT DATE OF THE FREE REPLACEMENT CLAIM.

EXAMPLE: (7524) If the original battery was sold and punched out January 2005



and returned and determined to be a defective unit in August of 2005, the replacement battery must have the <u>original purchase date punched out (January 2005)</u>.



The replacement battery covers the balance of the original free replacement period, which in this case is 10 months.

PRO-RATA REPLACEMENT EXPLANATION

A pro-rata replacement is made when the defective battery is brought in for claim:

A. In excess of 24 months of purchase date

for Orbital O6 and NAPA SELECT batteries, and 90 days of purchase date for all other AUTOMOTIVE batteries.

B. In excess of 18 months of purchase date

for NAPA LEGEND, NAPA SURE START, Orbital O6 MARINE and DEEP CYCLE batteries, and 90 days of purchase date for all other AUTOMOTIVE batteries.

C. In excess of 18 months of purchase date

for all GROUP 30H and 31 COMMERCIAL batteries, and 6 months of purchase date for all other COMMERCIAL batteries.

D. In excess of 3 months of purchase date

for POWER, 4035/75, 60XDT, 6035/75, MARINE & SPECIALTY batteries, and 12 months of purchase date for battery part numbers 8301 and 8302.

ATTENTION NAPA STORES:

The end user's pro-rated fee is based on the Price Sheet (adjustment schedule) originally used to sell the battery (sheet1, 1A, or 4A). The monthly fee is multiplied by the number of months the battery was in service. This is the amount the customer will pay for their new replacement battery. The monthly fee appears in the adjustment chart on the back of the price sheet.

Example: (7524) in service 19 months and sold to the customer using Red Sheet. The battery is pro-rated as follows:

\$.80 Monthly fee

x 19 Months in service (usage charge)

\$15.20 Customer's charge for a new battery

Original Purchase date August 2004



In the case of a pro-rata adjustment, the replacement battery must have the **Current date punched out (March 2006).**

