

OPTIMA® Batteries, Inc. Limited Consumer Warranty

February 1, 2009

OPTIMA® Batteries, Inc. warrants to the original purchaser that the battery is free of defects in material and workmanship for the time period indicated below. The warranty period for a battery is calculated from the original battery purchase date. The original sale receipt is required to establish proof of purchase and warranty date, and must be provided to an authorized OPTIMA distributor or dealer for all warranty claims. The warranty for replacement batteries will be based on the original battery purchase date, as identified on the original battery purchase sale receipt. Under no circumstance will a replacement battery have a warranty date different than the original battery purchase date. If a replacement is necessary due to a defect in materials and/or workmanship, then upon return to an authorized OPTIMA distributor/dealer for retail store purchases or the OPTIMA Battery factory for purchases made directly from OPTIMA Batteries:

The battery will be replaced free of charge, within the free replacement period from date of original purchase. The original battery sale receipt must be maintained for any further claims.

OPTIMA Batteries, Inc. will have no obligation under this limited warranty in the event the battery is damaged or destroyed as a result of any of the following events: improper installation; damage or destruction by abusive overcharging; collision; theft; improper maintenance or mishandling of the battery; natural forces such as wind, lightning, hail, etc.; any willful or negligent act; penetration, or opening of the battery case in any manner.

Replacement will be honored by an authorized OPTIMA Battery distributor or dealer. You are responsible for paying all of the following costs associated with the replacement: labor for removal or installation; applicable taxes; and any shipping or transportation costs incurred in returning the battery to the distributor/dealer for evaluation.

THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY IS GRANTED EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

RETAIL STORE PURCHASES

OPTIMA Batteries purchased from retail or wholesale locations will be subject to the *OPTIMA® Batteries, Inc.* Limited Consumer Warranty in addition to the following:

Optima Batteries must be returned with the original receipt to the location where the battery was originally purchased for any warranty service. If you are unable to return the battery to the original purchasing location, you may call OPTIMA Batteries customer service at 888-8OPTIMA to assist you with the nearest service location. Many retail locations will only support our warranty policy if you purchase the battery from that location/chain.

WWW.OPTIMABATTERIES.COM or DIRECT FACTORY PURCHASES

OPTIMA Batteries purchased directly from OPTIMA Batteries, Inc (“Direct Sales”) will be subject to the OPTIMA Batteries, Inc. Limited Consumer Warranty in addition to the following:

1. Customer must call OPTIMA customer service at 888-8OPTIMA to obtain the nearest OPTIMA Online Sales Service Center.
2. If it is determined by Optima that the OPTIMA Online Sales Service Center is relatively convenient for service then the customer will be responsible for taking the battery to that location for service.
3. If it is determined that the OPTIMA Online Service Center is not convenient, OPTIMA will provide arrangements to evaluate the replacement request at our Warranty Center. Please see below.

OPTIMA “Direct Sales” to be returned for warranty evaluation must follow this procedure:

1. Obtain a Return Goods Authorization Number (RGA) from an OPTIMA customer service person at 888-8OPTIMA.
2. OPTIMA will send special packaging and a call tag to pick up the battery.
3. When the package and call tag arrive, follow the instructions and ship the battery with a copy of the original battery purchase sale receipt to OPTIMA Batteries Inc.
4. OPTIMA will evaluate the request and either:

Approve the claim and send a replacement product within 10 business days, or

Deny the claim and recycle the battery in question. Customers may request the battery to be returned subject to paying freight and handling fee including all shipping and packaging costs.

OPTIMA RedTop General Purpose Starting Battery Warranty

OPTIMA Batteries, Inc. starting batteries used in abusive service, deep cycle, or car audio applications are excluded from warranty coverage. OPTIMA deep cycle batteries should be used for these applications.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user battery used within the United States for models 34/78, 78, 75/25, 25, 34, 34R, 35, 6V; the following Warranty:

PERSONAL/NON-COMMERCIAL USE

36 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal user that the above OPTIMA starting batteries will be free from defects in material or workmanship for three years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by an authorized service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

COMMERCIAL USE

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA starting batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

If OPTIMA Batteries, Inc. finds that the batteries have not satisfied this guarantee coverage OPTIMA Batteries, Inc. will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. In no event shall user or distributor/dealer return batteries to an OPTIMA Batteries, Inc. factory without prior return goods authorization (RGA).

LIMITATIONS ON GUARANTEE WARRANTY

THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. OPTIMA DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you are a distributor or dealer in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

OPTIMA YellowTop Deep Cycle Battery Warranty

OPTIMA Batteries, Inc. deep cycle batteries used in series string applications **with** a battery management system have warranty coverage for 12 months from date of purchase with proof of purchase. OPTIMA batteries used in series string applications **without** a battery management system have warranty coverage for 1 month from date of purchase with proof of purchase.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models D27F, D34/78, D75/25, D34, D35, D51, D51R; the following Guarantee Warranty:

PERSONAL CONSUMER USE

36 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal/commercial user that the above OPTIMA deep cycle batteries will be free from defects in material or workmanship for three years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

COMMERCIAL USE

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA starting batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

OPTIMABatteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models D31T, D31A; the following Guarantee Warranty:

COMMERCIAL USE

24 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above OPTIMA deep cycle batteries will be free from defects in material or workmanship for two years after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

If OPTIMA Batteries, Inc. finds that the batteries have not satisfied this guarantee coverage OPTIMA Batteries, Inc. will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. In no event shall user or distributor/dealer return batteries to an OPTIMA Batteries, Inc. factory without prior return goods authorization (RGA).

LIMITATIONS ON GUARANTEE WARRANTY

THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA® BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS OPTIMA'S EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF

THIS WARRANTY. *OPTIMA* DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.

OPTIMA BlueTop Battery Warranty

OPTIMA Batteries, Inc. starting batteries used in abusive service or deep cycle applications are excluded from warranty coverage. *OPTIMA Batteries, Inc.* deep cycle batteries used in series string applications **with** a battery management system have warranty coverage for 12 months from date of purchase with proof of purchase. *OPTIMA* batteries used in series string applications **without** a battery management system have warranty coverage for 1 month from date of purchase with proof of purchase.

OPTIMA Batteries, Inc. expects its distributors/dealers to warranty to the original user batteries used within the United States for models **34M, D34M, D27M, D31M**; the following Guarantee Warranty:

PERSONAL CONSUMER USE

24 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original personal/commercial user that the above *OPTIMA* deep cycle batteries will be free from defects in material or workmanship for three years after purchase date.

User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

COMMERCIAL USE

12 MONTH GUARANTEE

OPTIMA Batteries, Inc. guarantees to the original commercial user that the above *OPTIMA* starting batteries will be free from defects in material or workmanship for one year after purchase date. User must promptly report any alleged defects to authorized distributors/dealers, provide the original sale receipt to establish proof of purchase and warranty date, and permit examination by their service personnel. If the authorized distributor/dealer finds the battery to be defective as a result of material or workmanship, they will provide a replacement F.O.B. their location. All replacement batteries will be warranted for the balance of the original warranty period.

If *OPTIMA Batteries, Inc.* finds that the batteries have not satisfied this guarantee coverage *OPTIMA Batteries, Inc.* will provide replacement credit F.O.B. their factory to the distributor/dealer accepting the claim during the guarantee period. Credit will be the current distributor/dealer price. In no event shall user or distributor/dealer return batteries to an *OPTIMA Batteries, Inc.* factory without prior return goods authorization (RGA).

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THE ABOVE GUARANTEE IS THE ONLY REMEDY PROVIDED BY OPTIMA® BATTERIES, INC. TO ITS DISTRIBUTORS/DEALERS. THIS IS *OPTIMA'S* EXCLUSIVE WARRANTY. NO PARTY HAS EXPRESS OR IMPLIED AUTHORITY TO CHANGE OR ANNUL THIS WARRANTY IN ANY MANNER. IMPLIED WARRANTIES INCLUDING THAT OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED IN DURATION TO THE DURATION OF

THIS WARRANTY. *OPTIMA* DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

If you purchase your battery in a state/province that disallows limitations on implied warranty, or exclusion or limitation of special, incidental or consequential damages, the limitation and exclusions stated above may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state/province to state/province.