

## **CLUB ASSIST LIMITED WARRANTY FOR BATTERIES PURCHASED ON AND AFTER JANUARY 1, 2016**

Club Assist U.S. LLC (CA), an independent company from AAA, warrants to the AAA Member or the AAA Member Transferee that this battery is free of defects in materials and workmanship, for the designated number of months outlined below. Should any battery fail to perform due to a defect in material or workmanship, and is not merely discharged, it should be returned to an authorized Service Provider or Distributor along with the original bill of sale. This warranty is applicable only to the AAA Member that purchased the AAA battery, or the AAA Member Transferee to which the Vehicle ownership was transferred. The Transferee must be a AAA Member at the time of the transfer of vehicle in order for the warranty to transfer. Transferee is responsible for providing the original bill of sale for the AAA Branded Battery as well as providing proof of membership at the time of the vehicle transfer.

Batteries will be warrantied as outlined below. No cash refunds.

Within thirty-six (36) months from the date of original purchase, all AAA-branded batteries designated for passenger cars and sport utility vehicles found to be defective in materials or workmanship will be replaced free of charge. Warranty does not cover removal of old battery or installation costs for the new battery.

Within three (3) months from the date of original purchase, all batteries designated for taxi, limo, or courier vehicles found to be defective in materials or workmanship will be replaced free of charge. Warranty does not cover removal of old battery or installation costs for the new battery and there is no right to purchase a battery at a discounted price following the expiration of the free-replacement period.

Within six (6) months from the date of original purchase, passenger vehicle batteries installed in a truck that is over one-ton found to be defective in materials or workmanship will be replaced free of charge. Warranty does not cover removal of old battery or installation costs for the new battery and there is no right to purchase a battery at a discounted price following the expiration of the free-replacement period.

With respect only to batteries installed in passenger cars and trucks through one-ton size, where, following the expiration of the 36-month free-replacement period, but prior to the expiration of the 72-month total limited warranty period, if your AAA Battery is found to be defective in materials or workmanship, you may purchase a replacement AAA Battery at a discounted price. The discounted price will be Club Assist's retail price or, where you are a AAA Member, Member price minus the following discounts:

With respect to batteries found defective in materials or workmanship in months 37 to 48 from the date of original purchase, a discount of 40% of Club Assist's retail price or, where you are a AAA Member, 40% of Member price.

With respect to batteries found defective in materials or workmanship in months 49 to 60 from the date of original purchase, a discount of 25% of Club Assist's retail price or, where you are a AAA Member, 25% of Member price.

With respect to batteries found defective in materials or workmanship in months 61 to 72 from the date of original purchase, a discount of 10% of Club Assist's retail price or, where you are a AAA Member, 10% of Member price.

### **TRANSFERABLE WARRANTIES:**

If vehicle ownership is transferred to another AAA Member, the battery warranty will transfer. The battery warranty will not transfer if the battery is moved to another vehicle or the vehicle's ownership is transferred to a non-AAA Member.

### **WARRANTY EXCLUSIONS:**

The Club Assist limited warranty provides for battery replacement resulting from manufacturer defects only; it does not cover premature failure due to the neglect, damage, or abuse of the battery.

Warranties do not apply in the following cases: a) the battery is merely discharged and still serviceable; b) the container, covers, or terminals are broken; c) the battery has been frozen or damaged due to neglect or abuse; d) the battery is damaged due to over or undercharging; e) the battery fails because of fire, collision, wreckage or explosion or because of a faulty electrical system; or, f) a battery is used in applications for which it was not designed, or is installed or charged in reverse polarity; g) batteries that have experienced ninety consecutive days of non-use.

Any AAA Battery that is used in a non-automotive application will void the warranty as it is not recommended or built for those applications. This includes, but is not limited to the following: marine applications, deep cycle or continual discharge applications, golf carts, electric wheel chairs, lawn mowers and auxiliary batteries used for standby power for vehicle lights or accessories, such as boom boxes or refrigeration units. These applications require a deep-cycle battery that is made specifically for these requirements.

**LIMITATIONS: THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED HEREIN MAY NOT BE ASSIGNED OR TRANSFERRED BY THE ORIGINAL USER AND ARE THE EXCLUSIVE REMEDY FOR ALL CLAIMS, DAMAGES, OR LOSS ARISING OUT OF DEFECT OR FAILURE OF A BATTERY. CLUB ASSIST IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, COMMERCIAL OR PROPERTY LOSS OR DAMAGE, WHETHER BASED UPON TORT OR CONTRACT OBLIGATION.**

Note: Some states 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 your battery purchase.

For Replacement Call: 1-800-AAA-HELP (222-4357)