

# Next Gen Lithium Limited Warranty

## Express Limited Warranty

Next Gen Lithium, LLC d/b/a Next Gen Lithium (Next Gen Lithium), NGL, LLC warrants that this product will be free from defects in materials and workmanship under normal use and service, subject to the express terms, remedies, exclusions, conditions and limitations, and disclaimers set forth below.

### **Warranty**

Next Gen Lithium (referred to as “the Manufacturer”) warrants each Next Gen Lithium branded Lithium Iron Phosphate (LiFePO<sub>4</sub>) battery (referred to as “The Battery”) sold by Next Gen Lithium, [NextGenLithium.com](http://NextGenLithium.com) or any of its authorized dealers and or distributors, to be free of defects for a period of 12 years (referred to as “The Warranty Period”) from the date of purchase as determined by the customer’s sales receipt, shipping invoice and/or the battery serial number with proof of purchase. Within the first 6 years of the Warranty Period, subject to the exclusions listed below, the Manufacturer will replace, repair or credit, if serviceable, The Battery and/or parts of The Battery, if the components in question are determined to be defective in material or workmanship. After the 6th year and up to 12 years, if the components in question are determined to be defective in material or craftsmanship, and the Manufacturer determines the components to be repairable, The Battery will be repaired and returned. If the Manufacturer determines the components to be not repairable, a new similar Battery will be offered at a discount of 40% off the list price at the time of the offer. The Offer will be deemed valid for a period not to last more than 45 days from the date of notification.

Next Gen Lithium branded battery chargers and accessories will be free of defects for a period of 12 months from the date of purchase as determined by the customer’s sales receipt, shipping invoice and/or the charger serial number with proof of purchase. If a charger or accessory branded by Next Gen Lithium is deemed to be defective in parts or craftsmanship within 12 months of the date of purchase it will be fixed or replaced under warranty.

### **Warranty Exclusions**

The Manufacturer has no obligation under this Limited Warranty for Battery subjected to the following conditions (including but not limited to):

This limited warranty shall not apply to damage to or failure of a product that results from: (1) any negligence other than by Next Gen Lithium; (2) accident (including, but not limited to, damage during shipment and natural disasters); (3) other circumstances beyond Next Gen Lithium's control (including, but not limited to, normal capacity loss or increased resistance due to product aging); (4) improper installation, operation in an unintended manner (including, but not limited to, abnormal or non-consumer use or use in an environment outside the recommended temperature range or humidity), maintenance, or storage (including, but not limited to, storage in an overly discharged state); or (5) Repeated exposure of terminals to saltwater without the use of dielectric grease and rubber terminal coverings, damage caused by collision, exposure to extreme hot or cold temperatures, fire, freezing or water damage including submersion of the battery (6) Battery that has been opened, modified, altered or tampered (7) Battery that was used for application other than which it was designed and intended for, including repeated engine starting with a deep cycle battery, drain more amps than the battery is rated for, Battery that was used on an over sized inverter/charger that is rated to 3500 watts or greater without the use of a Manufacturer approved current surge limiting device, Battery that has not been charged for over 6 months (batteries must be charged regularly to allow for full life span and must be fully charged before storage (8) Warranties are non transferable and only available to the original purchaser. (9) any other damage directly or indirectly caused by the product's owner, other third parties, or other products (including, but not limited to, misuse, abuse, overcharging, over-discharging, exceeding of the product's limitations set forth in the product's specification sheet or label, neglect, physical damages caused by accidents or crashes, vibration damage, alterations, or connection to poorly-grounded battery chargers).

This limited warranty shall also not apply to defects or non-conformities due to the manufacturing process discovered after the expiration of the applicable warranty period. This warranty does not extend to any damage caused by affixing any parts or equipment not purchased from Next Gen Lithium to the product and no warranties, either express or implied, are made with respect to equipment or products not produced by Next Gen Lithium. If the product is relocated outside of the continental United States during the applicable warranty period, the product's owner will be responsible for any additional charges (including, but not limited to, shipping and other related charges and expenses) incurred during the warranty process as a result of such relocation.

## **WARRANTY CONDITIONS**

In order to qualify for this limited warranty, all products must be registered with Next Gen Lithium within (60) days of purchase. Any battery not registered with Next Gen Lithium within this period shall not be eligible for warranty coverage. Any warranty claim must be provided to Next Gen Lithium within (30) days of discovery in order to be eligible for warranty coverage. All warranties shall terminate at the end of the applicable warranty period. To make a claim under this limited warranty please contact Next Gen Lithium's warranty department at [warranty@nextgenlithium.com](mailto:warranty@nextgenlithium.com) All

warranties must be received with a RMA number and further instructions by contacting [warranty@nextgenlithium.com](mailto:warranty@nextgenlithium.com)

## **LIMITATIONS AND DISCLAIMERS**

Next Gen Lithium makes no representations or warranties regarding this product other than those expressly stated in this LIMITED WARRANTY. The forgoing LIMITED WARRANTY are exclusive and in lieu of all other express and implied warranties whatsoever. Next Gen Lithium specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. To the fullest extent that damages may be disclaimed by law, Next Gen Lithium shall not be liable, whether in contract or tort including negligence and strict liability, for any damages in excess of the products purchase price or for any indirect, incidental, special or consequential damages of any kind, or any loss of revenue, profits, business, information, data or any other financial loss arising out of or in connection with the use or inability to use the product o