

DISCOVER ENERGY CORP. LIMITED WARRANTY

MIXTECH EMX, MIXTECH EFB and MIXTECH EGM

Discover Energy Corp. (DEC), AND its MIXTECH Agents, Dealers and Distributors warrant to the original purchaser only, that prior to installation or delivery to the purchaser that the state of charge of Discover® batteries have been maintained at a level equal to or greater than the minimum level considered to be necessary within industry standards for the product to perform effectively upon use or installation, and that if upon initial inspection or installation the product,

- I. fails to deliver its CCA rating in amps per Discover® published data for 30 seconds without the terminal voltage falling below 7.2 volts, or
- II. the product has identifiable flaws in materials or workmanship that would impair the life or product performance; The user will:
 - ✓ Return the product to place of consumer purchase for examination, or
 - ✓ In the case of distribution purchases, hold the product for examination and Return Materials Authorization (RMA), or
 - ✓ Follow the instructions as may be laid out more specifically in a valid and separate purchase/supply agreement

Discover Energy Corp. (DEC), or its MIXTECH Agents, Dealers and Distributors further warrant that where the product was not purchased at a discount in lieu of warranty as noted in a valid supply/purchase agreement, and the battery fails within the Free Replacement period listed in/on your valid purchase/sales agreement, the failed product will be replaced at no charge (except for applicable taxes and/or environmental levies) Freight On board (FOB) a Discover® MIXTECH Agent, Dealer or Distributor.

What is specifically Not Covered by this Warranty?

- A. This limited warranty does not cover a Battery reaching its normal end of life which may occur prior to the end of the stated warranty period. Depending on the application, a Battery can reach its normal end of life and become “cycled-out” before the end of the warranty period. A Battery can deliver only a fixed number of usable amp-hours over its lifetime and is considered to have reached its normal end of life if the application uses up all of these amp-hours, regardless of the time the Battery has been in service. Therefore Discover, its Agents, Dealers and Distributors reserve the right to deny a warranty claim if it determines the Battery to be at its normal end of life, (cycled-out) even if the claim is filed within the applicable warranty period. Cycled-out batteries do not represent a manufacturer’s defect. The decision on whether a Battery has reached normal end of life will be made by Discover and/or its MIXTECH Agents, Dealers and Distributors, in their sole discretion.
- B. THIS LIMITED WARRANTY DOES NOT COVER BATTERIES THAT ARE RETURNED IN AN UNDERWEIGHT CONDITION - WHERE THE ACID VOLUME HAS BEEN BOILED OUT - BECAUSE OF OVERCHARGING!
- C. This limited warranty does not cover any Battery that is used, pre-owned, and/or purchased through unauthorized Internet channels (e.g. auction sites and unauthorized mass e-commerce sellers/resellers).

GENERAL TERMS AND CONDITIONS

This limited warranty does not cover any Battery that is damaged or destroyed as a result of one or more of the following:

1. Use of Battery in conjunction with batteries of a different model or manufacturer.
2. Natural forces such as lightning.
3. Damage due to fire, collision, explosion, vandalism, theft, penetration, or opening of the Battery's case in any manner.
4. Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be in a prolonged discharged state or deeply discharged via a parasitic load.
5. Trickle chargers that do not have a regulated trickle charge of no lower than 13.5V and no higher than 13.8V will cause early failure AND WILL VOID THE BATTERY'S WARRANTY.
6. Vehicle alternators must deliver between 14.0V and 14.7V when measured at the Battery's terminals
7. Continual "partial state-of-charge" usage of the battery including repeated consecutive discharges below 50% DOD without a full and complete re-charge.
8. Prolonged storage of vehicles with fuel injection computers, alarms, GPS and other electrical devices that require continuous battery power to support active memories; this power drain must be offset with a maintenance-float charger, periodic charging or disconnecting the Battery to prevent irreversible damage. A Battery with an open circuit voltage (OCV) of equal to or less than 10.0V will be deemed as over discharged and void warranty due to misuse and/or neglect.
9. Mishandling of the Battery such as using the terminals for lifting or carrying the Battery.
10. Use of the Battery for an application that requires higher cranking power, reserve rating, or capacity than the Battery is designed to deliver; or any other use of the Battery in applications for which it was not designed. Product that is undersized for any application will not be warranted. The user is responsible for ensuring that the purchased battery is properly sized to the applications requirements.
11. WARNING – DO NOT USE ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT, OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.
12. Warranty is void if the product is subject to abuse, misuse, unauthorized alteration, or any other physical damage other than ordinary wear or if manufacturing code is destroyed.
13. Warranty is void if vents OR FLAME ARRESTORS are tampered with in anyway.
14. Warranty is void if non approved or undersized connector cables are used, cable ends are not attached directly to terminal bushing or post connections or improper terminal hardware is used. **Batteries whose terminals have been melted** will not be warranted. It is the responsibility of the installer and user to comply with these conditions and guarantee terminal torque is maintained.
15. Warranty is not transferable.

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16. Product determined to be undersized or used in a manner considered to be unsafe will not be warranted. THERE IS NO SUBSTITUTE OR SHORT CUT FOR PROPER SYSTEM SIZING. The final decisions on system sizing remain the responsibility of the user.
17. (*) WARRANTY adjustments are calculated using the later of the sales invoice date or original bill of sale, manufacturing production code date or Discover[®] MIXTECH Agents, Dealers and Distributors ship code dater! Warranty will be granted provided this Proof of Sale does not exceed the batteries manufacturing code date or ship code dater (whichever is latest) by more than 6 months. If it does, or the original bill of sale cannot be produced then warranty may be denied.
18. Unless expressly noted within a Discover[®] MIXTECH Agent, Dealer and Distributor Sales Contract, the warranty described in this document to the extent permitted by law IS IN LIEU OF, AND DISCOVER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, DISCOVER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. DISCOVER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL DISCOVER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. Some countries and/or 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 you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, Canada. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Discover is authorized to make any warranty in addition to those made in this agreement.

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