

## DISCOVER ENERGY CORP. LIMITED WARRANTY

### MIXTECH EMX, MIXTECH EFB and MIXTECH EGM

Discover Energy Corp. (DEC) and its authorized Resellers, Dealers and Distributors warrant to the original purchaser that, prior to installation or delivery, MIXTECH batteries will (i) deliver a CCA rating in amps according to Discover® published data for 30 seconds without the terminal voltage falling below 7.2 volts, (ii) be free from identifiable flaws in materials or workmanship that impair the performance of the product, and (iii) will be charged to 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.

If, upon initial inspection or installation, the product fails any of these warranty commitments, then the original purchaser will be entitled to a free replacement of the product after meeting one of the following requirements:

- return the product for examination to the place of purchase with proof of purchase,
- in the case of distribution purchases, hold the product for examination and Return Materials Authorization (RMA), or
- follow instructions as may be laid out more specifically in a valid and separate purchase or supply agreement.

### GENERAL TERMS AND CONDITIONS

This limited warranty does not cover any MIXTECH 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 state of discharge or deeply discharged via a parasitic load.
5. Use of trickle chargers that do not have a regulated trickle charge of no lower than 13.5V and no higher than 13.8V.
6. Use of vehicle alternators that deliver voltages outside of the approved range of 14.0V to 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 battery storage connected to vehicles with fuel injection computers, alarms, GPS and other electrical devices that require continuous battery power to support active memories. A battery with an open circuit voltage (OCV) of equal to or less than 10.0V will be deemed "over discharged."
9. Mishandling of 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. A battery 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. 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.
12. Subjecting battery to abuse, misuse, unauthorized alteration, or any other physical damage other than ordinary wear.
13. Destruction of battery's manufacturing code.
14. Tampering with vents or flame arrestors in anyway.
15. Use of non-approved or undersized connector cables or improper terminal hardware.
16. Failing to attach cable ends directly to terminal bushing or post connections.

Unless expressly noted within a Discover<sup>®</sup> MIXTECH authorized Reseller, Dealer and Distributor sales contract, the warranty described in this document to the extent permitted by law IS IN LIEU OF, AND DEC 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, DEC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. DEC'S EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE TO REPLACE THE BATTERY. IN NO EVENT SHALL DEC BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL DEC 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 DEC is authorized to make any warranty in addition to those made in this agreement.

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