



MARSHALL BATTERIES WARRANTY STATEMENT

MARSHALL BATTERIES WARRANTY

Marshall Batteries warrants its batteries against defects due to faulty manufacturing during the specified warranty periods. The benefits under this warranty are in relation to legal rights as stated in Australian Consumer Law and Consumer Guarantees Act (CGA) of New Zealand. In Australia, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us, and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

WARRANTY COVERAGE

Without limiting the information above, this warranty covers:

- the repair or replacement of the battery, and may cover the cost of transport of battery, labour for removal and replacement of the battery from and into the vehicle if purchased from the mobile battery service, and any other consequential damages and costs incurred;
- batteries that become unusable or unserviceable due to manufacturing defects during the warranty period stated on the actual product or any valid contract, where applicable, commencing from the date of purchase (**Note: Extended warranty covers only those batteries registered under this offer**); and
- batteries that are sized correctly, used in the application for which it was intended, and properly charged with an approved charging profile.

WARRANTY CONDITIONS

- Without exemptions, **proof of purchase** is required to claim under the base warranty.
- For extended warranty, **proof of registration** is required.
- The battery must be presented for evaluation and assessment, if unable to do so the warranty will be refused.
- This warranty is not transferable and is only offered to the original end-user of the Marshall battery.
- The warranty period for the replacement battery begins on the original purchase date of the defective battery.
- *The claim under this warranty may be refused if the claimant fails to provide Marshall Batteries with information reasonably requested in respect of the use and application of the battery, including, but not limited to, registration details of the vehicle in which the battery was used (if applicable).*

WARRANTY EXCLUSIONS

The warranty will be voided and not honoured if the battery:

- is flat or discharged, as this does not constitute a manufacturing defect;
- has been removed and transferred to another vehicle;
- was originally fitted to a vehicle that has since been sold to another owner;
- exhibits defects resulting from normal wear and tear;
- shows evidence of after-sale physical damage, abuse, or neglect;
- is damaged due to improper mounting or installation (for batteries installed by non-Marshall technicians);
- has been subjected to overcharging, undercharging, freezing, fire, or explosion;
- has been discharged due to excessive or faulty electrical loads, leading to sulphation;
- is not maintained with the correct acid levels (for accessible types);
- is topped up with any liquid or additive other than distilled water (for accessible types);
- suffers damage caused by acid spillage due to overfilling (for accessible types);
- has been used in the wrong application or under-specified against the vehicle's requirement;
 - for *Automotive and Marine Starting* batteries, warranty is void when used in stop-start and deep cycle applications;
 - for *Stop-Start* batteries, warranty is void when used in deep cycle applications;
 - for *Deep Cycle* batteries, warranty is void when used in starting applications;
- has been used in a vehicle with a faulty charging system or faulty terminal connection (corroded, loose, flayed, or reversed);
- has been stored for an extended period without maintenance and reconditioning;
- has evidence of tampering; and
- has been repaired or modified by a third party, without Marshall's consent.

WARRANTY CLAIM PROCEDURE

- The battery, together with the sales invoice or receipt as proof of purchase, must be endorsed for warranty evaluation and validation to any nearest Marshall authorised agent in person or through freight pre-paid by you.
- If Marshall, by itself or through an authorised agent, finds upon examination that the battery is defective due to faulty manufacturing and is within the specified warranty period, then the battery will be replaced with an equivalent battery free of charge.

Nothing contained in this warranty statement excludes, restricts, or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits Marshall Batteries to limit its liability, then Marshall Batteries' liability shall be limited (at its option) to:

- a) in the case of services supplied, supplying the services again or payment of the cost of having the services supplied again; and*
- b) in the case of goods supplied, replacing the goods, supplying equivalent goods, or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods, or having the goods repaired.*

This warranty is given by Marshall Power Australia Pty Ltd (ABN 64 158 526 848) and Marshall Power Limited (NZBN 9429030427921) located at **AU: 1A Reconciliation Rise, Pemulwuy NSW 2145 | NZ: 8B Westfield Place, Mt. Wellington 1060**. Marshall Batteries can be contacted through email at themarshall@marshall.com.au phone **AU: 1300 MARSHALL (627 742) or 1800 800 811 | NZ: 0800 651 611**.