

## **FVP® Platinum AGM Limited Warranty**

FACTORY MOTOR PARTS® provides this Limited Three Year Warranty (“Warranty”) on FVP® Platinum AGM Batteries (“Battery” or “Batteries”) so that you can purchase with confidence.

FACTORY MOTOR PARTS® warrants that your Battery is free from defects in material and workmanship for three years. This Warranty is the sole and exclusive warranty that FACTORY MOTOR PARTS® offers for this Battery, provided that the terms and conditions of this Warranty are followed.

### **What Does This Warranty Cover?**

This Warranty only covers Batteries sold in the continental United States installed and used in cars, light trucks, vans, and sport utility vehicles. This Warranty applies only to failures caused by manufacturing defects in material or workmanship under normal use for which the Battery was intended. All other damage is excluded from this Warranty. Subject to the terms of this Warranty, FACTORY MOTOR PARTS® will replace any defective Battery at no charge with a new Battery of the same brand and type. **This Warranty provides for one, and only one, replacement of a covered Battery found to be defective by a FVP® Battery installer.** This Warranty terminates after the originally purchased Battery is replaced.

### **What Does This Warranty NOT Cover?**

This Warranty is only valid within three years from the original purchase date (“Warranty Period”). This Warranty is non-transferable. It may only be used by the original purchaser.

This Warranty does not cover labor of any kind. This Warranty does not cover Batteries that have cracked or failed from wear and tear, including, but not limited to, external and internal corrosion, including salt air corrosion in coastal areas. This Warranty does not cover Batteries past the Warranty Period. This Warranty does not cover Batteries that are used for commercial, fleet, off-highway, governmental or racing application. This Warranty is only valid for Batteries that were installed in conformity with instructions, if any, furnished by the FACTORY MOTOR PARTS®. This Battery may only be used under normal conditions and for the purpose for which it was designed. This Warranty does not cover any problem that is caused by accidental or intentional physical damage, collision, shipping, abuse, negligence, accident, misuse, improper maintenance or operation, non-authorized installation or repair, act of God (such as a flood) or any consequential and incidental damage. (Some states do not allow the exclusion or limitation of consequential or incidental damage, so the above limitation or exclusion may not apply to you.) All repairs that, in the judgment of FACTORY MOTOR PARTS®, adversely affect the stability or reliability of the Battery void this Warranty. If the vehicle is sold, leased, or otherwise transferred, this Warranty is void.

### **What Will The Seller Do?**

To obtain your replacement Battery, return the defective Battery to the place of original purchase within the Warranty Period. The return must be accompanied by your original purchase receipt. Your original installer will replace your Battery at no charge to you during the Warranty Period. Installation charges are not included or covered under this Warranty and may apply. Reshipment costs are not included in this Warranty. You must notify your original installer of a Warranty claim within thirty (30) days after the Battery becomes defective, otherwise, such claims shall be deemed waived. No allowance will be granted for any repairs or alterations made by you without FACTORY MOTOR PARTS® prior written consent. Please note that all returns are subject to inspection.

**Disclaimer**

THE REPLACEMENT OF THE BATTERY AFTER PROPER INSPECTION SHALL BE YOUR SOLE AND EXCLUSIVELY REMEDY. THIS SHALL BE THE LIMIT OF FACTORY MOTOR PARTS'® LIABILITY FOR ANY BREACH OF WARRANTY. FACTORY MOTOR PARTS® SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE ORDER OR USE OF THE BATTERY OR ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE. These non-allowed damages include, but are not limited to, reimbursement of the original purchase price, engine repair or replacement, labor charges, loss of the use of the vehicle, loss of time or inconvenience, towing charges, rental of a replacement vehicle and any other special, incidental, consequential, or punitive damages. FACTORY MOTOR PARTS® shall not be liable for any loss or damage resulting, directly or indirectly, from the use or loss of use of the Battery. Without limiting the generality of the foregoing, this exclusion from liability embraces your expenses for downtime or for making up downtime, damages for which you may be liable to other persons, damages to property, and injury to, or death of, any persons. FACTORY MOTOR PARTS® neither assumes nor authorizes any person to assume for it any other liability in connection with the sale or use of this Battery and there are no other oral agreements or warranties collateral to or affecting this Warranty. You assume all risks and liability whatsoever resulting from the use of this Battery, whether used singly or in combination with other products.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, MADE BY FACTORY MOTOR PARTS® IN CONNECTION WITH THE SALE OF THIS BATTERY. FACTORY MOTOR PARTS® AUTHORIZES NO OTHER PERSON OR PARTY TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION OR LIABILITY.

*This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

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