

# WARRANTY TERMS

ACCESSORY POWER's limited warranty for Products sold only by Authorized Dealers starts on the date of purchase and continues for a term of one (1) year. ACCESSORY POWER Products repaired or replaced under warranty shall be subject to the Product warranty remaining for the original Products that are repaired or replaced. An Authorized Dealer is any distributor, reseller, or retailer that was duly authorized by ACCESSORY POWER at the time of the sale to sell authentic ACCESSORY POWER Products to Consumers in the jurisdiction where it sold the Product, and that sold the Product in new, unused condition in its original packaging.

Consumers who purchase ACCESSORY POWER Products from Authorized Dealers can extend their one (1) year base Limited Warranty to either a three (3) year extended Limited Warranty or a Lifetime Limited Warranty on select and clearly marked Products, free of charge, by properly registering the Product at:

<http://www.accessorypower.com/warranty>. Registration must be completed within thirty (30) days of purchase.

Consumers are required to keep their proof of purchase for the length of warranty should verification be needed.

Failure to register a Product does not diminish your 1 year base Limited Warranty.

The term Lifetime shall mean the lifetime of the Product as determined by ACCESSORY POWER in its sole discretion.

Should an ACCESSORY POWER Product have defects in material or workmanship while covered under either the 1 year base Limited Warranty, 3 year extended Limited Warranty, or Lifetime Limited Warranty, it will be repaired or replaced with the same or functionally equivalent Product by ACCESSORY POWER, at its discretion, free of charge provided you (the Consumer, end-user, and original purchaser): (1) return the failed Product to a ACCESSORY POWER designated repair facility with shipping charge prepaid, (2) provide ACCESSORY POWER with written proof of the original date of purchase, such as a dated purchase receipt, and (3) submit payment for a shipping & handling return fee specific to the Product. Repaired or replacement Products will be returned to you via an authorized shipping carrier. Prior to returning any defective Product, you must obtain a Return Merchandise Authorization (RMA) number from ACCESSORY POWER. All defective Products should be returned to ACCESSORY POWER with shipping charges prepaid. ACCESSORY POWER will not accept collect shipments.

Replacement Products may be refurbished or contain refurbished materials. If ACCESSORY POWER, by its sole determination, is unable to repair or replace the defective Product, it will refund the purchase price of the Product, less a reasonable usage charge.

This warranty does not apply if, in the sole judgment of ACCESSORY POWER, the Product fails due to damage from normal wear and tear, shipment, handling, storage, accident, abuse or misuse, or if it has been installed, used or maintained in a manner not conforming to Product manual instructions, has been modified in any way, or has had any serial number removed or defaced. Batteries lose performance over time and consequently will have a shorter run time as they age. This is considered normal wear and tear and is not covered under the terms of this warranty. Repair by anyone other than ACCESSORY POWER or an ACCESSORY POWER approved agent will void this warranty. The maximum liability of ACCESSORY POWER under this warranty is limited to the original purchase price paid by you for the Product covered by this warranty, regardless of the amount of any other direct or indirect damage suffered.

ACCESSORY POWER reserves the right to revise or update its Products, Product packaging, and Product documentation without notice. ACCESSORY POWER also reserves the right to change the terms of its limited warranty at any time.

This warranty gives you specific rights that are in addition to your legal rights as a consumer provided by the laws of your state, province, or country of residence. This warranty contains certain limitations of liability. Some states, provinces, or countries do not allow the exclusion or limitation of warranties or liability, so the limitations in this warranty may not apply to you.

This Limited Warranty and any disputes arising out of or in connection with this Limited Warranty shall be governed by the laws of the State of California, USA, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts located in the State of California, USA shall have exclusive jurisdiction over any Disputes.

Except as specifically provided above or as required by law, the warranties and remedies stated above are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties, including implied warranties of merchantability, fitness for a particular purpose and noninfringement of third party rights are expressly excluded.

ACCESSORY POWER shall not under any circumstances be liable to any person for any special, incidental, indirect or consequential damages, including without limitation, damages resulting from use or malfunction of the Products, loss of profits or revenues or costs of replacement goods, even if ACCESSORY POWER is informed in advance of the possibility of such damages. The maximum liability of ACCESSORY POWER under this warranty is limited to the purchase price actually paid by the end-user for the Product covered by the warranty.

The end-user's purchase and usage of the ACCESSORY POWER Product is expressly contingent upon the acceptance of the warranty terms above.