

**WARRANTY TERMS AND CONDITIONS FOR SMF 100/101 & EXCIS  
FMF102 BATTERY TYPES MANUFACTURED BY FIRST NATIONAL  
BATTERY, A DIVISION OF METINDUSTRIAL (PTY) LTD., WHEN USED IN  
CYCLING DUTY\* ONLY**

Metindustrial (Pty) Limited - trading through its division First National Battery ("FNB") warrants to the original purchaser (the Purchaser) only, that this battery will be free of defects in material and /or workmanship, under the correct application, normal use and service conditions, for a period of twelve (12) months pro rata from date of manufacture ("warranty period").

This warranty is limited to the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia and Swaziland only.

FNB's sole obligation in terms of this warranty shall be, in its sole discretion, to repair or replace the battery, within a reasonable time period, subject to the following conditions: -

1. Any claim in terms of this warranty must be made as soon as the Purchaser becomes aware of the defect and which must become apparent within the warranty period. Failure to notify FNB, within the warranty period, will render the warranty void.
2. The Purchaser must return the defective battery to FNB free of charge within the warranty period and exhibit satisfactory proof of purchase of the battery from FNB. The defective battery shall be adjudicated by FNB within a reasonable time and their decision shall be final and binding on the Purchaser. Adjudication by FNB to determine the cause of failure of the battery may require destructive testing thereof, which risk vests solely with the Purchaser.
3. The warranty on the repaired or replaced battery shall extend from the original date of manufacture of the original "defective" battery.
4. This warranty is void if failure of the battery has resulted from abuse or neglect; improper use and maintenance (including over or under charging), cycling at more than 50% of the nominal capacity of the battery, cycling for more than 250 cycles, and discharging by more than 80% of the nominal capacity of the battery; operating the battery below 0 degrees Celsius or above 35 degrees Celsius; failure to keep the battery properly charged or maintained; excessive use and abnormal wear and tear during the warranty period.
5. It is incumbent upon the Purchaser to prove to the sole satisfaction of FNB that the battery was sized and applied in a manner in which its maximum cycle depth did not exceed 50% of the nominal capacity of the battery.
6. This warranty shall, further, not apply where the battery is used in applications for which the battery was not designed.

7. This warranty is in lieu of any warranties (express or implied) or conditions implied by law, which are hereby specifically excluded and no warranties, representations or undertakings of whatever nature have been made or given by FNB or on its behalf other than as stated herein.
  8. FNB excludes all liability for damage, loss or injury howsoever suffered and shall not be held liable for any damages, losses, injury, expenses or costs (whether of a direct, indirect, consequential, incidental or other nature) howsoever suffered and by whomsoever suffered which may arise out of, or relate to the use or inability to use this battery, or any failure whatsoever to meet this warranty.
- \* One cycle is defined as the change in the state of charge of the battery from charged to any state of discharge, and then back to recharged.