



The Hybrid Shop Hybrid Drive Battery Limited Warranty

LIMITED HYBRID DRIVE BATTERY WARRANTY, WAIVER OF CLAIMS:

We at The Hybrid Shop take great pride in the quality of our products and the satisfaction of our customers with our products and services. This limited warranty is made by The Hybrid Shop facility ("The Hybrid Shop") from which you originally purchased the Battery. The "Battery" as defined in this limited warranty includes all components contained in the battery housing including control modules, bus bars, wiring and contactors. You must present this registration card and a copy of the original invoice to obtain warranty service. If the Battery fails (defined as the Battery becoming inoperable) during the applicable warranty period, upon receiving the failed Battery, The Hybrid Shop will diagnose the specific problem and recondition or rebuild the Battery as required (but not to exceed the original cost of conditioning). The remaining period of your warranty will transfer to the replacement or reconditioned Battery. This warranty is transferable, provided the original paperwork is provided at the time of a claim. This warranty is null and void if it is determined that:

- The Battery was damaged by overheating due to any cause, including blockage of air ducts or failure of cooling fans that is not immediately resolved
- The hybrid drive system has been tampered with by the owner or other repair facility
- The hybrid drive system has been damaged in an accident
- The failure of the Battery is due to failure of other components in the hybrid drive control system
- The vehicle is unused for multiple periods in excess of thirty (30) days

FOR NON-FLEET VEHICLES:

For non-fleet vehicles, The Hybrid Shop warrants that this Battery is free from defects in material and workmanship for a period of 36-months from the date of conditioning or purchase, except as noted. This product warranty does not apply to use in fleet vehicles and becomes null and void if the damage is caused by: misuse, abuse or accident; the attachment of any unauthorized accessory; alteration to the Battery; improper installation by anyone other than an approved The Hybrid Shop facility; exposure to harsh weather and/or chemicals; or lack of proper maintenance. This warranty also becomes null and void if the Battery is opened or any sticker is tampered with, broken, or missing, or if the damage is caused by any other condition that is beyond the control of The Hybrid Shop.

FOR FLEET VEHICLES:

For fleet vehicles, The Hybrid Shop warrants that this Battery is free from defects in material and workmanship for a period of 12-months from the date of conditioning or purchase, except as noted. This product warranty becomes null and void if the damage is caused by: misuse, abuse or accident; the attachment of any unauthorized accessory; alteration to the Battery; improper installation by anyone other than an approved The Hybrid Shop facility; exposure to harsh weather and/or chemicals; or lack of proper maintenance. This warranty also becomes null and void if the Battery is opened or any sticker is tampered with, broken, or missing, or if the damage is caused by any other condition that is beyond the control of The Hybrid Shop.

THE EXCLUSIVE REMEDY PROVIDED FOR ANY BATTERY COVERED UNDER THIS LIMITED WARRANTY SHALL BE, UPON THE HYBRID SHOP'S INSPECTION AND OPTION, EITHER THE REPAIR OR REPLACEMENT OF SUCH BATTERY. IN ALL CASES, THE HYBRID SHOP SHALL NOT BE RESPONSIBLE FOR ANY TYPE OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM ANY BATTERY. ALL OTHER WARRANTIES ARE SPECIFICALLY DISCLAIMED, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

By accepting this Battery, you hereby waive and release any claim now or hereafter existing against The Hybrid Shop, its employees, officers, directors, agents and customers, on account of any and all claims, demands, suits, causes of action and all legal proceedings, whether civil or criminal, damages, losses, liabilities (including, but not limited to, strict liability in tort), obligations, penalties, judgments or fines and other sanctions, and any costs and expenses in connection therewith, including legal fees and expenses of whatever kind and nature, which may result from or arise out of injury to or death or loss or damage to property or the loss of use of any property which may result from or arise out of the possession, condition, use or operation the Battery, whether caused by the negligence of The Hybrid Shop or otherwise.

Some states do not allow limitations on implied warranties, or exclusion or limitations on incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights varying from state to state.

Customer name: _____

Address: _____

City, State, Zip: _____

Year and Make of vehicle: _____

Mileage at the time of installation: _____ VIN # _____

Date of installation: _____ Battery Serial Number _____

Warranty period: _____ THS warranty decal # _____

Dealer information (stamp):