

# Nationwide Limited Warranty

**(effective on batteries purchased May 1, 2019, or later)**

Important: Keep this Limited Warranty and sales receipt in glove compartment.

**READ CAREFULLY:** This limited warranty contains **mandatory and binding individual arbitration** and **class-action waiver provisions**, and other provisions that limit your legal rights.

**Any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of this limited warranty.** Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## What Batteries Are Covered

Interstate Batteries® (IB) provides this limited warranty to (1) the original retail purchaser, (2) of the Nationwide®, PowerVolt®, PowerFast® and QuickStart™ branded battery models listed in the Chart below, (3) when purchased from an authorized dealer of Nationwide, PowerVolt, PowerFast or QuickStart branded battery models (Authorized Dealers) in the 50 States of the United States or the District of Columbia.

## Performance Warranty

IB warrants that your battery is free of defects in material and workmanship for the duration of the warranty periods listed for your battery model in the Chart below. The Performance Warranty has a Free Replacement Period, and some battery models have an additional Discount Period. If your battery fails due to a defect during the Free Replacement Period, you may obtain a free replacement battery. If your battery also has a Discount Period and fails due to a defect during that Discount Period, you may purchase a replacement battery at a discounted price. Your discounted price will be the Suggested Retail Price (SRP) for your replacement battery model at the time you return your original battery, minus a percentage discount as shown on the Chart below. Any replacement battery you obtain under this Performance Warranty must be identical or reasonably equivalent to your original battery.

To find the SRP for your replacement battery model when you return your original battery, ask your Authorized Dealer or go to [www.nationwidelimitedwarranty.com](http://www.nationwidelimitedwarranty.com). The SRP in effect on the date you return your original battery will not be the same price you paid for your original battery, and the SRP may be different than the dealer's actual selling price for your replacement battery. **You will still need to pay any taxes and legislatively imposed fees on your replacement battery, and you may also need to pay labor and installation charges.**

## What You Must Do

To obtain a replacement battery, you must present your original battery to an Authorized Dealer that has an appropriate replacement battery in stock. That dealer will have a reasonable time to test your original battery and, if defective, replace it according to the terms of this limited warranty. To find an Authorized Dealer call 800-367-1407.

## Date of Purchase

Your Performance Warranty begins on your date of purchase and extends for the number of months shown on the Chart below. You may establish your date of purchase by presenting the receipt for the purchase of your original battery. Otherwise, your dealer will estimate your date of purchase from the manufacturer code on each battery.

<b>Performance Warranty Periods Chart (subject to limitations)*</b>													
(for batteries below with "Nationwide" (NW), "PowerVolt" (PV), "PowerFast" (PF), or "QuickStart" (QS) prominently displayed on the label)													
<b>Free Replacement Warranty Period</b>		<b>Year 1</b>		<b>Year 2</b>		<b>Year 3</b>		<b>Year 4</b>		<b>Year 5</b>		<b>Year 6</b>	
<b>Discount Period</b>		<b>Months:</b>		1-6	7-12	13-18	19-24	25-30	31-36	37-48	49-60	61-72	
<b>NW Automotive*:</b> Models with "4-Year Performance" on label		Free		25% off SRP		10% off SRP		No Coverage					
<b>NW Automotive*:</b> Models with "5-Year Performance" on label		Free		45% off SRP		25% off SRP		10% off SRP					
<b>NW Automotive*:</b> Models with "6-Year Performance" on label		Free		45% off SRP		25% off SRP		10% off SRP					
<b>NW Commercial*:</b> Models 31A-630, 31A-725, 31A-CL700, 31A-HD660, 31T-630, 31T-725, 31T-CL700 and 31T-HD660		Free											
<b>NW Commercial:</b> Models 31A-GS and 31T-GS		Free											
<b>NW Marine/RV:</b> Models that begin with "24," "27," or "29"		Free											
<b>PV/QS Automotive*:</b> Models V24-6, V24F-6, V26-6, V26R-6, V34-6, V47-6, V51-6, V51R-6, V58-6, V65-5, V75-6, V75864, V78-6 and V34785		Free											
<b>PV/QS Automotive*:</b> Models V24-7, V24F-7, V25-6, V27-7, V27F-7, V34787, V35-6, V58-6P, V58R-6P, V65-6, V75-7, V75867, V78-7 and V124R		Free								No Coverage			
<b>PF Automotive*:</b> Models that begin with "PF"		Free											
<b>PV/QS Commercial:</b> Models that begin with "VMF" or "V31"		Free											
<b>NW/PV/PF Commercial AGM*:</b> Models V31AGMP-5, V31AGMS-5, PF-31AGMP-5, PF31AGMS-5, 31T1-AGM and 31A1-AGM		Free											
<b>PF Commercial:</b> Models that begin with "PF-31" or "PFMF-31"		Free											
<b>PF Golf Car:</b> Models that begin with "PF-GC2" or "PF-GC8"		Free											
All other Nationwide, PowerVolt, PowerFast, and QuickStart branded battery models not listed above within the following product lines: Lawn & Garden, Commercial, Marine/RV and Golf Car		Free											

**\*WARNING—How you use your "Automotive" or "Commercial AGM" battery can shorten your Warranty Period.**

**If you use your "Automotive" battery in** (a) a vehicle used for commercial purposes, (b) a truck over one ton, or (c) a vehicle with a diesel engine (other than a passenger automobile or a pickup truck used for personal purposes) or **if you use your "Commercial AGM" Models in** (a) an Auxiliary Power Unit (APU) or (b) other non-engine start applications, your warranty coverage will be limited to a one-year Free Replacement Period.

## Warranty Exclusions and Limitations of Remedy

This limited warranty does not cover batteries that are merely discharged, or that are damaged due to abuse, neglect, misuse, fire, accident, collision, explosion, freezing, theft, overcharging, alteration, improper installation, use of special additives, unauthorized attempt to repair, or failure to keep the battery properly maintained. IB's liability is limited to the replacement of the battery according to the terms of this limited warranty. **IB will not be liable for any punitive, consequential, or incidental damages**, such as the cost of installation, towing, electrical system tests, charging a battery, rental vehicles, labor, loss of time, loss of use of a vehicle, lost profits, or damage to property other than the battery. Some States do not allow the exclusion or limitation of these incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## Legal

This limited warranty controls all warranty claims. IB makes no other express warranties.

### Notice of Arbitration Agreement and Class Action Waiver

- This agreement provides that all disputes between you and IB will be resolved by BINDING INDIVIDUAL ARBITRATION.
  - YOU GIVE UP YOUR RIGHT TO GO TO COURT, EXCEPT for matters that may be taken to small claims court.
  - In arbitration, you and IB agree to WAIVE THE RIGHT TO A TRIAL BY JURY.
  - You and IB also WAIVE the right to participate in a class-action lawsuit or class-action arbitration.
- See [www.adr.org](http://www.adr.org) or call 800-778-7879 for information about how to initiate arbitration and the procedures that will be used.

**Mandatory and Binding Individual Arbitration:** In accordance with the Federal Arbitration Act, **you and IB agree to arbitrate—on an individual basis only—any claim or dispute that is related to the purchase, use, performance, warranty, or return of your battery.** You and IB will submit any such dispute to final, binding individual arbitration before the American Arbitration Association (AAA), or if the AAA is not available, JAMS, [www.jamsadr.com](http://www.jamsadr.com). Unless you and IB agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the AAA, as modified by this Mandatory and Binding Individual Arbitration provision, but in no event shall any AAA rule or procedure be used that would allow for arbitration to proceed on a class action or other aggregate basis. You and IB give up the right to go to court, except that either you or IB may bring an individual action in small claims court. Otherwise, this Mandatory and Binding Individual Arbitration provision shall be a complete defense to any suit, action, or proceeding in any federal, state, or local court or before any administrative tribunal with respect to such disputes. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority and jurisdiction to resolve any such disputes. The arbitrator's authority specifically includes disputes relating to the scope or applicability of this Mandatory and Binding Individual Arbitration provision or the interpretation, applicability, enforceability, or formation of this limited warranty, including but not limited to any claim that all or any part of this limited warranty is void or voidable. Arbitrator decisions are enforceable and are subject to very limited review by a court. Judgment on an award rendered in arbitration may be entered in any court having jurisdiction. This Mandatory and Binding Individual Arbitration provision applies to the full extent allowed by law, except where prohibited by State or federal law.

**Class Action Waiver:** **You and IB further agree that any claim or dispute between you and IB that is related to the purchase, use, performance, warranty, or return of your battery will only be asserted in an individual capacity.** You and IB will not pursue any class arbitration, class action, or other aggregate or representative proceeding seeking relief on behalf of anyone other than yourself or itself.

**Statute of Limitations:** Any action, arbitration, or other proceeding based on any claim or dispute that might arise between you and IB that is related to the purchase, use, performance, warranty, or return of your battery must be commenced within 2 years after the events giving rise to that claim.

**Choice of Law:** IB is headquartered in Dallas, Texas. You and IB agree that the law of Texas will apply to any claims or disputes between you and IB involving the purchase, use, performance, warranty, or return of your battery. This choice-of-law provision is intended to be given the broadest possible scope and applied to all claims and disputes, without regard to conflict of laws rules.

**Some Limitations May Not Apply in Particular Jurisdictions:** Some States may not allow certain provisions of this limited warranty, so these provisions may not apply to you. No provision is intended to limit, modify, take away from, disclaim, or exclude any mandatory warranty requirements provided by any State, unless permitted by that State's law or federal law. This warranty gives you specific legal rights, and you may also have other legal rights, which vary from State to State.

**Severability:** If any provision of this limited warranty is held unenforceable, all remaining provisions of this limited warranty shall remain in full force and effect—except that if a claim or dispute is presented as a class arbitration, class-action lawsuit, or as any other aggregate or representative-type proceeding and the Class Action Waiver provision is found to be invalid or unenforceable, then the Mandatory and Binding Individual Arbitration provision shall also become null and void, and the claim or dispute will be decided by a court.

## California Residents Only

To find an Authorized Dealer see the section above, "What You Must Do." If IB does not provide service and repair facilities within California or does not make service literature and replacement parts available to authorized service and repair facilities in California during the express warranty period, then California residents have the option of returning a nonconforming battery (1) to the Authorized Dealer where it was purchased or (2) to another Authorized Dealer that sells the same brand of battery. The Authorized Dealer shall then, according to its preferences, either repair your battery, refer you to an independent repair facility, replace your battery, or refund you the purchase price less the amount directly attributable to your prior use of the battery. If either of the above two options does not furnish you with appropriate relief, you may then take the battery to an independent repair facility, if service or repair can be economically accomplished, at IB's expense.

**California Proposition 65 Warning:** Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the state of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the state of California to cause cancer. **Wash hands after handling!**

## Contact

For more information on this limited warranty, contact: Customer Service, 12770 Merit Drive, Suite 300, Dallas, Texas 75251. You may also call 800-367-1407.