



BCI Group 31 AGM VRLAB COMPOSITE BI-POLAR Limited Warranty

Product

Terra Supreme Battery (“Manufacturer”) manufactures the BCI Group 31 lead acid battery (“Battery”) for use in commercial trucking, cell tower backups, marine applications, remote outposts, solar collection, wind turbine collection, and various other applications. We are committed to providing high-quality Batteries and ensuring customer satisfaction.

Limited Warranty

Manufacturer warrants that the Battery is and will be free of defects in material and workmanship under normal use and service (“Limited Warranty”) for a period beginning on the date of purchase shown on the original receipt and concluding the earlier of the Battery reaching its usable amp-hours or five (5) years from the date of purchase shown on the original receipt (“Warranty Period”). All Warranty claims must be filed within 45 days of the Battery’s failure. Replacement Batteries will carry the remainder of the original Battery Warranty Period.

In the event that you encounter any issues with your Battery, before initiating a claim, please review the warranty terms and conditions below to determine if your Battery failure is excluded from coverage under our warranty policy. If you believe that your Battery has a failure that is covered under this Limited Warranty, please follow the steps detailed below.

Warranty Exclusions

This Limited Warranty does not cover batteries that are merely discharged or that are damaged or otherwise become defective due to the following:

- normal end of life due to use of all available amp-hours,
- abuse, physical damage, neglect or if the top decorative cover has been removed,
- mishandling, including, without limitation, using the terminals for lifting or carrying the Battery,
- misuse, including, without limitation, use of the Battery for an application that requires higher cranking power or a greater reserve rating than the Battery is designed to deliver,
- use in applications requiring higher battery capacity than the Battery's specified capacity,
- normal or accelerated deterioration in the electrical qualities due to use in nonstandard or unintended applications,
- exposure to natural elements such as wind, lightning or hail,
- damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the Battery case in any manner,
- overcharging, undercharging, charging or installing in reverse polarity
- improper maintenance to include not properly torquing Battery connections, or Battery hold-downs resulting in failure to keep the Battery secured in the application,
- damage from the prolonged storage (>14 days) of vehicles with fuel injection computers, alarms, GPS and other electrical devices that require continuous Battery power to support active memories while in transit to the end customer (before warranty start date) or during in-service operations,
- use of battery chargers with the Battery that do not have a regulated float charge voltage between 13.5V and 13.8V (no lower than 13.5V and no higher than 13.8V),
- use of Battery with alternators that do not have a regulated charge

between 14.0V and 14.7V (no lower than 14.0V and no higher than 14.7V),

- misuse or neglect in the form of the Battery being over discharged (*i.e.*, A Battery with an open circuit voltage (OCV) of equal to or less than 10.5V),
- failures caused by vehicle electrical system issues,
- use or prolonged exposure or immersion in any type of oil, organic solvent, alcohol, detergent, strong acids, strong alkalis, petroleum-based solvent or ammonia solution to clean the Battery covers and Battery tops,
- short-Circuiting of the battery terminals,
- any thermal damage to the battery case or terminals,
- eBM system (explained below), and/or
- loss of electrolyte caused by opening of the PRV (Pressure Relief Valve)

In the event that Manufacturer determines, in its discretion sole, that Customer's defective Battery is covered by this Limited Warranty, Manufacturer will, at its sole option, (a) send Customer a replacement battery for the defective Battery, (b) credit customer's account for the price paid by customer for the defective Battery, or (b) refund to Customer the purchase price of the defective Battery. In the event that the original Battery is no longer available, Manufacturer reserves the right to replace any defective Battery with a comparable replacement battery.

Warranty Claims Process

For purchases from a retailer, wholesaler, or dealer, the Battery shall be returned to the original retailer, supplying wholesaler, or dealer along with the original purchase receipt. The original retailer, supplying wholesaler, or dealer shall work with the Manufacturer to determine the applicability of the Limited Warranty.

For direct purchases from the Manufacturer and for retailer, supplying wholesaler, or dealer, please email the Manufacturer at the following

address: warranty@terrasupremebattery.com.

Please provide:

- Order number
- Original date of purchase
- Battery serial number
- Date stamp from the top of the Battery

At the sole discretion of the Manufacturer:

- You may be required to return the Battery for further evaluation.
- You may be subject to additional handling and shipping costs.

If the Battery is determined by the Manufacturer, in its sole discretion, to be defective in material or workmanship under the terms of this Limited Warranty, the Battery will be replaced. The Manufacturer reserves the right to provide a replacement of like kind for batteries no longer available.

The Manufacturer's acceptance of any returned Battery shall not be considered an admission that such Battery is defective. Any items returned to the Manufacturer shall, at the Manufacturer's sole discretion, become the Manufacturer's property.

eBM System

Please note that the eBM™ (Embedded Battery Monitor) system microchip ("eBM") is a third-party product integrated into the Battery, used for battery monitoring data and as a visual indication of battery status. The eBM is not covered under the Limited Warranty. While the eBM provides valuable functionality, such as real-time tracking of battery voltage, temperature, and state of charge via Bluetooth to your smartphone or tablet, and supports monitoring of multiple batteries, this monitoring technology itself, including its hardware and software components, is not included within the scope of the Limited Warranty. Any issues or failures related to the eBM, including connectivity, application compatibility, or reporting accuracy, fall outside the

warranty coverage.

The eBM system monitors the operating parameters of the Battery and can be used to determine if the operational parameters of the Battery have been subject to out of warranty conditions regarding voltages and temperatures. The eBM may be locally scanned by use of an application (App) installed on an iOS-enabled device. The App may be used to determine and report in / out of warranty status.

You may download the eBM app from the Apple App store and then receive a user password from the Manufacturer permitting loading of eBM application to an iOS compatible device. Once loaded on the iOS-compatible device, you may interrogate the defective Battery via low power Bluetooth connectivity to receive immediate feedback as to warranty status. Feedback is provided and indicated by a **RED** or **GREEN** status window on the installed application (APP).

- **RED** reported warranty status indicates the Battery has exceeded the published operating parameters of the Battery. In this case, no warranty applies, and no further action is required by Manufacturer.
- **GREEN** reported warranty status indicates the Battery has not exceeded the published operating parameters of the Battery. The Limited Warranty may apply and the following procedures are to be followed.

In order to initiate a warranty claim, please email the following information to the Manufacturer at: warranty@terrasupremebattery.com

Please provide:

- Order number
- Place of purchase (dealer, wholesaler, Manufacturer)
- Original date of purchase
- Battery serial number
- Date stamp from the top of the Battery

- A photograph of the Battery status light of the eBM

Manufacturer may, at its sole discretion, contact the distributor or any other third party if further information is required. Manufacturer may also direct Customer to either scrap the Battery in compliance with all federal, state and local regulations or to ship back to Manufacturer or retailer, wholesaler, or dealer. If Manufacturer decides to have the defective Battery sent back to its facility located in Albion, Indiana, Manufacturer may cover associated shipping costs at its discretion.

Manufacturer's acceptance of any items shipped to manufacturer is not be deemed an admission that the items so shipped are defective. Any items shipped back to Manufacturer, shall in Manufacturer's sole discretion, become Manufacturer's property.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, MANUFACTURER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. ALL BATTERIES ARE DESIGNED TO MEET CERTAIN PERFORMANCE SPECIFICATIONS, SUCH AS COLD CRANKING AMPS AND RESERVE CAPACITY, BUT DUE TO VARYING USES AND OPERATING CONDITIONS, IT IS IMPOSSIBLE TO ANTICIPATE THE USEFUL LIFE OF THIS BATTERY, OR ANY OTHER BATTERY. IF THE BATTERY SHOULD MATERIALLY FAIL DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY SHALL CONTROL THE TERMS FOR ADJUSTMENT. TO THE GREATEST EXTENT PERMITTED BY LAW, MANUFACTURER'S LIABILITY IS LIMITED TO REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS STATED ABOVE. IN NO EVENT SHALL TERRA SUPREME BATTERY LLC BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT,

INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL MANUFACTURER BE LIABLE FOR ANY EXPENSES FOR REMOVAL OR INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, LOSS OF TIME OR PROFITS, OR OTHER EXPENSES. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.)

Miscellaneous

This warranty shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. Notwithstanding the foregoing, to the extent that any provision of this Limited Warranty Agreement or its application to any party or circumstance is found to be in conflict with federal law or the fundamental public policy of another state with a materially greater interest in the matter, such federal law or the laws of that other state shall prevail to the extent of the conflict.

If any provision of this Limited Warranty Agreement is held to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, consistent with the parties' original intent.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this Limited Warranty Agreement.