

# Limited and Conditional Warranty

## Original Equipment Manufacturer (OEM) Installation

### Applicable Warranty:

This limited and conditional warranty protects the Purchaser against manufacturer's defects only, and does not cover mistreatment, abuse, neglect or discharge. For all purposes herein, the term "Purchaser" shall include any Purchaser of a Battery from Harris Battery, AND any and all owners and/or users of such Battery. Harris Battery Company Inc. (Harris Battery) warrants Batteries sold to be free of defects in material and workmanship for the Applicable Warranty period<sup>1</sup>. The Applicable Warranty period<sup>1</sup> begins from the date of purchase with original receipt, or, if no receipt is available, from Manufacturer's shipping date. Within the Applicable Warranty Period<sup>1</sup>, the Battery will be replaced free of charge if adjustment is necessary due to defect in material or workmanship (not merely discharged). Harris Battery warrants to the Original Equipment Manufacturer<sup>2</sup> (OEM<sup>2</sup>) only, that prior to delivery to the manufacturer for installation as an original equipment component, the state of charge of Batteries has been maintained at a level equal to or greater than the minimum level considered to be necessary within industry standards for the Battery to perform effectively upon installation. Harris Battery expressly disclaims and shall not be liable under any cause of action for or claim of "liability of supplier" or "supplier liability", as those terms are understood or applied pursuant to Ohio Revised Code §2307.78, or any similar state law, as applicable. Harris Battery shall not be liable for any damages to person or property, direct or indirect, consequential, economic or non-economic, associated with or resulting from product liability. For all purposes herein, the term "Purchaser" shall include any customer and/or purchaser of a Battery from Harris Battery, AND any and all owners and/or users of such Battery.

### General Provisions:

- A. Harris Battery has no obligation under the limited conditional warranty set forth above in the event the Battery is damaged or destroyed as a result of actions and/or omissions of Purchaser, including, but not limited to one or more of the following:**
- Willful abuse or neglect or if the top cover has been removed.
  - Natural forces such as wind, lightning, 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, allowing the Battery to be deeply discharged via a parasitic load, or mishandling of the Battery such as, but not limited to, using the terminal for lifting or carrying the Battery. Use of improper chargers with the Battery will also void the Battery's warranty.
  - Any flooded battery received with an open circuit voltage (OCV) of equal to or less than 11.5 volts will be deemed as over discharged and void warranty due to misuse and/or neglect.
  - Any AGM battery received with an open circuit voltage (OCV) of equal to or less than 10.0 volts will be deemed as over discharged and void warranty due to misuse and/or neglect.
  - Failure to properly install the Battery.
  - Extremely high temperature or vibration applications.
  - Normal deterioration in the electrical qualities or the acceleration of such deterioration due to conditions that accelerate such deterioration.
  - If the Battery is used for an application that requires higher cranking power or a greater reserve rating than the Battery is designed to deliver; or the battery capacity is less than the Battery capacity specified by the vehicle manufacturer; or the Battery is otherwise used in applications for which it was not designed.
- B. If upon initial inspection, installation, charge-discharge-charge and "acceptance test" by the Purchaser, the Battery, (A) has identifiable flaws in materials or workmanship that would impair the life or Battery performance, or, (B) if a properly maintained Battery fails to meet 70% of its rated capacity, as determined by Harris Battery approved testing (conductance, resistance or impedance test data cannot be used as a substitute for BCI recognized and endorsed methods of Battery testing), to claim warranty submit to [warranty@harrisbattery.com](mailto:warranty@harrisbattery.com):**
- Provide Proof of Sale Invoice showing the Purchaser's purchase of equipment from the dealer displaying the date of sale.
  - Provide the Battery part number, date code, label (or copy), or photograph of Battery displaying the label and date code<sup>3</sup>.
  - Provide all requested data and information as set forth in this document.
  - Hold the Battery on-site pending inspection by an authorized Harris Battery representative, within serviceable areas.
  - Upon written approval by Harris Battery, and at the Purchaser's expense, return the Battery to Harris Battery for examination and disposition.

To qualify to be warranted, the make, model, voltage and amperage output of chargers used to charge Battery be disclosed. Beginning voltage prior to charging, as well as finish voltage after charging must be documented and disclosed. Forms are available for download at [www.harrisbattery.com/warranty](http://www.harrisbattery.com/warranty). The inability to produce such data at the time of a warranty claim will result in the voiding of any warranty. Upon satisfactory proof of a legitimate claim as determined by Harris Battery, or its authorized agents, Harris Battery will replace any Battery that is determined to have failed due to manufacturer related defect, and this replacement Battery will be warranted for the remaining unused portion of the original Battery. The original warranted Battery will become property of Harris Battery. The Purchaser of the Battery will be responsible for delivery of the Battery to the nearest authorized representative as directed by Harris Battery. If the replacement Battery is a different brand, Harris Battery is no longer responsible for any warranty.

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**HARRIS**  
BATTERY COMPANY

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# Limited and Conditional Warranty

## Original Equipment Manufacturer (OEM) Installation - Continued

Harris Battery complies with Manufacturers' Warranty periods according to current and published warranty statements set forth by each manufacturer. Harris Battery is able to do so by insisting that the Purchaser buy a Battery properly designed and sized for the application in addition to ensuring that the application is capable of managing the requirements of the Battery to achieve its optimum performance. Harris Battery will be pleased to work with the Purchaser to ensure the experience with the Battery Harris Battery sells meets requirements and overall expectations, to the best of our ability, including supplying or recommending power supply products specifically designed and enhanced to install, charge and maintain Original Equipment Manufacturers or After Market applications; and provide warranty processing according to manufactures' guidelines and limitations.

### <sup>1</sup>Applicable Warranty Period

Battery Brand	Applications	Warranty Period
Discover® EV Traction, RE Tubular and D Series AGM	Various	<a href="http://www.discover-energy.com">See: www.discover-energy.com</a>
Harris® AGM	Automotive, Light Truck, Van, Commercial Truck, Class 8 Long Haul, and Diesel Engine - Starting, Lighting and Ignition use ONLY. Excluding ALL Cyclic and Deep Cycle Applications.	24 months
Harris® AGM	Cyclic and Deep Cycle Applications- Warranty VOID when used in Cyclic applications.	Warranty VOID
Harris Battery	Automotive, Light Truck, Van, Commercial Truck, Class 8 Long Haul, and Diesel Engine.	18 months/12 months OEM
Harris Battery	Commercial Truck, Class 8 Long Haul, Diesel Engines, Cyclic, Deep Cycling.	18 months/12 months OEM
Harris Battery Marine & Deep Cycle	Starting, Lighting and Ignition only	18 months/12 months OEM
Harris Battery Marine & Deep Cycle	Commercial Truck, Class 8 Long Haul, Diesel Engines, Cyclic, Deep Cycling	18 months/12 months OEM
ODYSSEY® SLI Power Sport, Marine, Industrial & Commercial	Various	<a href="http://www.odysseybattery.com">See: www.odysseybattery.com</a>
OPTIMA®	Various	<a href="http://www.optimabatteries.com">See: www.optimabatteries.com</a>
US Battery®	Various	<a href="http://www.usbattery.com">See: www.usbattery.com</a>
DualPro® Chargers	Various	<a href="http://www.dualpro.com">See: www.dualpro.com</a>
Delta-Q® Chargers	Various	12 months OEM
Pulsetech®	Various	<a href="http://www.pulsetech.net">See: www.pulsetech.net</a>
Other including TRACTION PACK™ <sup>4</sup>	Various	Conditions may apply

**NOTES:**

<sup>1</sup> Applicable Warranty Period – See table above. Additional conditions may apply for applications not listed.

<sup>2</sup>Original Equipment Manufacturer<sup>2</sup> (OEM<sup>2</sup>) - An Original Equipment Manufacturer (OEM), manufacture products or components that are purchased by another company and retailed under that purchasing company's brand name. Manufacturer's OEM warranty periods apply.

<sup>3</sup>Label and Date code placement may vary. Contact us to locate and ensure proper label and date code is provided for all warranty claims.

<sup>4</sup>See specific warranty statement for TRACTION PACK™.

**Limitations:**

In addition to the warranty disclaimers set out herein, Harris Battery and its dealers will not be responsible for any expenses for transportation, duties, taxes, installation, recharging, electrical system tests, loss of time or equipment use, service calls, use of rentals or other expenses. This limited warranty is non-transferable and the original proof of Battery purchase is required. The Purchaser is responsible for determining that each Battery is of the proper size, design and capacity to perform at the time of purchase. Battery that is undersized for any application will not be warranted. Warranty is VOID if the Battery subject to abuse, misuse, unauthorized alteration, or any other physical damage other than ordinary wear or if manufacturing code is destroyed. Warranty is VOID if published maximum charge and discharge rates are exceeded. It is the responsibility of the installer and Purchaser to comply with these conditions and guarantee maximum currents are not exceeded. Warranty is VOID if it is established that non-approved or undersized connector cables are used, cable ends are not attached directly to terminal bushing or post connections or improper terminal hardware is used. Warranty is not transferable. Full replacement warranty claims must be made within ten (10) business days of tested failure or alleged defect. Battery use must be discontinued upon discovery of a defect.

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