



FOREVERSTART™
BATTERY REPLACEMENT SOLUTION

ForeverStart Battery Limited Warranty

Registered Customer Information

Last Name		First Name	Middle Initial
Street Address			Apt #
City		State	Zip
Daytime Phone		Evening Phone	Email

Covered Vehicle Information

Year	Make	Model	VIN	Current Mileage
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Battery (Product) Information

Purchase Date	Product Purchase Price	Battery Identification Number
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Issuing Retailer Information

Retailer Name		
Street Address		
City	State	Zip
Retailer Phone Number		

This is a Limited Warranty provided to You by Mobile Battery Solutions (MBS), LLC., 1108 Willow Pass Court, Concord, CA 94520, 844-325-7447 and is not an insurance policy. All obligations under this Limited Warranty are those of MBS. In the event the ForeverStart Battery fails to perform as specified within this Limited Warranty, MBS will provide a new ForeverStart Battery or a refund according to the terms and conditions stated within this Limited Warranty. This Warranty applies only to the ForeverStart battery listed above and installed in the Covered Vehicle, also listed herein. In order to receive coverage under this ForeverStart Battery Limited Warranty, you must register your battery at foreverstartbattery.com.

UPON YOUR REGISTRATION OF THIS LIMITED WARRANTY, YOU DECLARE THAT YOU HAVE READ, FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS, AS SET FORTH ON THE FRONT AND BACK OF THIS LIMITED WARRANTY. YOU FURTHER DECLARE THAT THE INFORMATION PROVIDED ON THIS WARRANTY FORM IS TRUE AND CORRECT.

SEE REVERSE SIDE OF THIS WARRANTY FORM FOR OTHER IMPORTANT TERMS AND CONDITIONS.

BATTERY LIMITED WARRANTY - TERMS, CONDITIONS AND CLAIMS PROCEDURES

DEFINITIONS

- **Administrator:** Refers to Express Systems, Inc., 25541 Commercentre Dr., Ste. 100, Lake Forest, CA 92630, 800-705-4001.
- **Warrantor / We / Us / Our:** Refers to Mobile Battery Solutions, LLC, 1108 Willow Pass Court, Concord, CA 94520, 844-325-7447.
- **Covered Vehicle / Vehicle:** Refers to the vehicle that is listed under the Covered Vehicle Information section on Page 1 of this Warranty form.
- **Registered Customer / Customer / You / Your:** Refers to the original customer listed under the Customer Information section on Page 1 of this Warranty form.
- **ForeverStart Battery:** Refers to the battery installed in the Covered Vehicle.

WHAT IS COVERED

We guarantee that upon installation and registration of the ForeverStart Battery in Your Vehicle, If during the time You own Your Vehicle, the ForeverStart Battery is determined to test bad (voltage is 10.0 or less) or will not hold a charge, We will provide a replacement battery per the terms and conditions of this Warranty. The battery must be tested before being replaced. Replacement batteries will be a ForeverStart Battery and will be covered for as long as You own Your Vehicle. This Warranty is for the sole benefit of You, and applies only to the Covered Vehicle.

ELIGIBILITY: Eligible vehicles are, non-commercial, on-road use, private passenger cars, vans, SUV's, or light duty trucks with a MSRP of \$200,000 or less. Please see Conditions Not Covered below for a full list of exclusions.

JUMP-START ASSISTANCE: This Warranty provides a maximum of one (1) Jump-Start in the event Your Vehicle will not start due to a defective ForeverStart battery, for You and the originally registered Vehicle. Jump-Start Assistance is offered through MBS Road America on a complimentary basis. Resale or transfer of these benefits is prohibited. Any roadside assistance coverage held by You, whether offered by the vehicle manufacturer or a third-party motor club, must be used before ForeverStart Jump-Start Assistance benefits are provided. If You request ForeverStart Jump-Start Assistance, and it's determined that Your concern is not covered under this Warranty, You will be responsible for the cost of the service call. If Mobile Battery Replacement is performed as a result of a ForeverStart Jump-Start Assistance Call, services rendered will count as your (1) Jump-Start Service. Reimbursement claims made by consumers who have called a generic service provider instead of the Jump-Start Assistance Toll-Free Number listed below, are not authorized, not valid and will not be honored. In the event MBS Road America does not service Your area, You may submit a claim for reimbursement, not to exceed \$60.00. Information must be mailed within thirty (30) days of the roadside assistance service to: Mobile Battery Solutions, Attn: ForeverStart Battery Reimbursement 1108 Willow Pass Ct. Concord, CA 94520. Any reimbursement request received after thirty (30) days will not be honored. Please allow 45 days for processing. Mobile Battery Solutions is not responsible for mail lost or damaged by the postal service. ForeverStart Jump-Start Assistance Services are provided by independent service providers established through the Road America Motor Club. As such, Mobile Battery Solutions, and Road America Motor club are not liable for services performed by those independent service providers.

WHAT IS NOT COVERED

This Warranty does not cover; (1) Battery hold-downs not used properly or not torqued per the BCI Service Manual recommendations, leading to excessive battery vibration or battery damage due to over torque; (2) Low electrolyte levels for batteries which require maintenance; (3) Accelerated corrosion/low electrolyte level due to exposure to excessive temperatures; (4) Batteries that have been refilled with any substance besides distilled water that may have contaminated the battery; (5) Batteries not maintained at a sufficient state of charge during periods of both in-vehicle and out of vehicle storage; (6) Batteries that have been subjected to excessive out of vehicle charging or to an uncontrolled in-vehicle charging system (i.e. faulty alternator); (7) Batteries that have been physically damaged including a cracked, punctured, or deformed battery case or cover; broken or severely damaged battery terminals; (8) Batteries with damaged terminals due to loose, inadequate or high resistance connections; (9) Batteries with loose or missing vents (non-sealed designs); (10) Batteries that have been installed and operated in reverse in vehicle, leading to reverse battery polarity; (11) Improper battery box or insufficient protection from the elements (i.e. rain, snow, or ice); (12) Batteries that have been operated/installed in an application that it was not designed and/or marketed to support (e.g. Standard SLI batteries that are used in cycling applications); (13) Customizations to vehicle with aftermarket accessories or equipment, components and systems not installed by the manufacturer that may cause additional drain on the battery, including but not limited to: anti-theft systems, radar detectors, CB radios, radio/speaker equipment, cruise control, sunroof, solar powered devices, telephones, TV/VCR/DVD and related components, and appliances; (14) Hybrid, electric, secondary and any auxiliary vehicle batteries; (15) Any batteries that have been removed from the vehicle; (16) Any battery that has been damaged due to user error, abuse, or neglect; (17) Coverage for any part other than the ForeverStart vehicle battery; (18) Repairs or replacements made without prior authorization from Administrator; (19) Any replacement for other than the Covered Vehicle; (20) Batteries installed in vehicles which are not compatible with battery requirements (21) Any failure which is covered by the contract holder's primary insurance coverage, vehicle service contract, repairers/suppliers guarantee or warranty, or manufacturer's warranty or recall or factory service bulletin; (22) Any consequential loss or damage whatsoever, including loss, damage or injury to person or property resulting from the failure of any of the parts of the vehicle described herein, the replacement of which are covered under the terms of this contract; (23) Delays of performance due to labor dispute, strike, shortages, civil commotion, war or war like acts (terrorism, insurrection, rebellion, revolution, nuclear radiation or radioactive contamination), hail, flood, acts of God or other causes beyond our control; (24) Any pre-existing damage, conditions or wear.

WHAT TO DO IF YOU HAVE A CLAIM OR QUESTIONS

- A. **BATTERY REPLACEMENT CLAIMS:** In the event You require battery testing and potential replacement, contact Us at 844-325-7447 for prior authorization and to initiate the claims process. We will schedule an appointment for testing and potential replacement to be performed at the original point of purchase. In the case that a replacement from the original retailer is not available to you, Mobile Battery Solutions will replace your defective battery with a like quality battery.
- B. **JUMP-START ASSISTANCE:** In the event You require Jump-Start Assistance, call 844-673-7013 for 24-hour service. In the case that MBS Road America does not service Your area, please see Jump-Start Assistance Terms above.

Claims are not subject to a deductible. We will not use remanufactured or used replacement parts. All approved claims will be submitted directly to the Issuing Retailer listed on Page 1 of this Limited Warranty.

DISCLAIMER AND LIMITATION OF WARRANTIES

- A. **THE OBLIGATIONS DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU AND SUCH OBLIGATION IS IN LIEU OF ALL OTHER WARRANTIES; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE VEHICLE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. IN ADDITION, WE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COMMERCIAL OR EXEMPLARY LOSSES OR DAMAGES RESULTING FROM: (1) THE BREACH OF THIS LIMITED WARRANTY OR, (2) ANY IMPLIED WARRANTY.**
- B. Limitations on how long an implied warranty will last or the exclusion of incidental or consequential damages are applicable by state, so the above limitations or exclusions may not apply to you.
- C. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from State to State.
- D. No representative, employee, dealer, or agent of Express Systems, Inc. or Dent Defense, is authorized to alter, extend, amend or modify the Limited Warranty whatsoever.

This Battery Limited Warranty is non-transferable and non-cancellable as it has been provided to You for no consideration, in connection with the purchase of the ForeverStart Product. The Battery Limited Warranty is only applicable to the Covered Vehicle and Registered Customer listed on page one of this Warranty form and is non-transferrable to a subsequent owner or vehicle.