

Limited Warranty for Columbia Vehicle Group Batteries

U.S. Battery Manufacturing Company hereby warrants to Columbia Vehicle Group. that the batteries installed in its new electric vehicles will be free from defects in materials and workmanship for a period of 48 months from manufacturers date code located on battery terminal, subject to the terms and conditions contained herein. This new warranty agreement is retroactive to July 1, 2011 and will cover all vehicles manufactured with approved Delta Q chargers with the capabilities of capturing all data needed for warranty purposes.

This limited warranty only covers defects in material and workmanship for a period of 48 months, 400 cycles, or 20,000 Amp hours whichever first occurs. The terms of the 48 month limited warranty shall be as follows: The relevant warranty period for all batteries utilized in all Columbia Vehicle Group applications is limited by usage, recorded as gross amp hours or energy units, and time, in terms of years, whichever occurs first. The warranty period commences from the date code on the positive battery terminal. Example of date code on terminal 1 A = 1 denotes year 2011 a is the month January. The other letter X or Y under both the number and letter determines which U.S. Battery plant manufactured the battery. All Columbia Vehicle Group's vehicles will have a matching serial number placed on the car, onboard charger and the batteries to tie all three together standard one year warranty would apply if serial numbers don't match.

Batteries which perform below the user's expectations, will only be deemed failures when, upon being subjected to the testing procedures and criteria as set forth by U.S. Battery found on the web site at www.usbattery.com , the batteries that do not produce the minimum requirements. No labor or transportation expenses are included in this limited warranty. US Battery shall on a periodic basis conduct a battery autopsy for analysis to determine cause of failure. Batteries should be returned to U.S. Battery Manufacturing Company with evidence of proof of purchase date and number of cycles, and freight prepaid. U.S. Battery Manufacturing Company reserves the right to test and recharge any battery returned for adjustment and to verify number of cycles captured on the approved Delta Q charger.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO THE TERM OF THIS WARRANTY FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. U.S. BATTERY MANUFACTURING COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF U.S. BATTERY

MANUFACTURING COMPANY HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

Limited Warranty Exclusions

Without limiting the generality of the foregoing in any way, and as part of this limited warranty exclusion, U.S. Battery Manufacturing Company does not warranty that its battery is suitable for use in any application other than in the Columbia Vehicle Group's vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the electric car owner's manual, the operator instructions, and the battery warning labels: and will exercise due care in working on or around batteries. If US Battery is asked to perform field-testing on Columbia Vehicle Group's vehicles and finds customer neglect, a fee for labor plus pickup and delivery will be assessed to customer.

This limited warranty only covers defects in material and workmanship. The free replacement 18 month period is calculated from the date code stamped on the battery. This limited warranty is nontransferable and the original proof of battery purchase is required. No labor or transportation expenses are included in this limited warranty

The provisions of this limited warranty shall not apply to failure due to: Abuse or neglect such as improper fluid levels, loose wiring, or rusted or corroded hardware; Lack of proper maintenance; damage caused by improper installation of the battery; neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, operation of the battery in an overcharged, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity); and a battery charged by systems other than those listed on USB's "Approved Charger List" (list available upon request).

Pro Ration: All provisions of this limited warranty will apply if deemed a true manufacturers defect.

100% 18 months 50% 19-36 months 25% last 12 months