

Eclipse Lithium Battery Warranty

Sugar Mountain (“the Importer”) warrants each Eclipse branded battery (“the Product”), as listed below, sold by Sugar Mountain or any of its authorized distributors or dealers, to be free of defects for the period of seven years (“the Warranty Period”), from the date of sale as determined by either the customer’s sale receipt, the shipping invoice and/or the battery serial number, with proof of purchase. Three year full replacement and four years pro-rated. Pro-rated amount of 25%, 20%, 15% and 10% toward a replacement battery. Within the Warranty Period, subject to the exclusions listed below, the Importer will credit, replace or repair, if serviceable, the Product and/or parts of the Product, if the components in question are determined to be defective in material or workmanship.

WARRANTY REGISTRATION

You do not need to register for a warranty with Sugar Mountain. However, you will need your point of purchase documentation should you have issues and need to warranty your battery in the future.

NON-TRANSFERABLE

This Limited Warranty is to the original purchaser of the Product and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

WARRANTY EXCLUSIONS

The Importer or Manufacturer has no obligation under this Limited Warranty for Product subjected to the following conditions (including but not limited to):

- Damage caused during shipping or mishandling of the Product
- Damage due to improper installation; loose terminal connections, under-sized cabling, incorrect series (cannot be used in series) or parallel connections, reverse polarity connections or insufficient space for airflow
- Environmental damage such as inappropriate storage conditions as defined by the Manufacturer, exposure to extreme hot or cold temperatures, fire or freezing, or water damage, impact or collision
- Damage due to improper operation or maintenance such as under- or over-charging the Product, cold temperature charging, lack of cleaning resulting in corroded terminal connections or build-up of dirt, debris, organic matter, fossil fuels or chemicals on the Product casing
- Product that has been opened, modified or tampered with
- Tampering or removal of manufacture date codes
- Product that was used for applications other than which it was designed and intended for by the Manufacturer
- Product that was under-sized for the application

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

WARRANTY DISCLAIMER

This limited warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer further limits the duration of all, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the warranty period. Manufacturer's exclusive liability for breach of any warranty on the Battery shall be to replace the Battery within the warranty period in accordance with the terms of this limited warranty. In no event shall Manufacturer be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special or otherwise, including any lost profits or removal, shipping, or installation expenses.

LEGAL RIGHTS

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. 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 agreement.

SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact the original place of purchase. Photographs of the battery and the installation will be required. The Product may be required to be shipped back to the Manufacturer for further inspection. The Product must be shipped in compliance with UN38.3. Please note that DOT requires all persons shipping batteries to be Hazmat certified.

TECHNICAL SUPPORT

If you have technical questions about the product, please contact the place of purchase.