



SECTION 1: AUTOMOTIVE AND TRUCK / HEAVY DUTY BATTERY RANGE

This Warranty Terms and Conditions is made by Probe Corporation SA (PTY) LIMITED

PROBE CORPORATION Warranty in respect of its Probe Battery range is in addition to the warranty offered in terms of the CONSUMER PROTECTION ACT ("CPA WARRANTY"). The CPA warranty will only be in force should CPA conditions be applicable to the original purchase of a Battery as per below;

A. CPA WARRANTY

Should the CPA be applicable to the original purchase of a Battery, PROBE CORPORATION warrants to the original purchaser of the Battery, strictly and only during the first period of 6 (six) months from the date of purchase, or date of first delivery of the Battery to the original purchaser, that the Battery:-

1. is in good working order and free of defects in material and workmanship under normal use and service conditions and in terms of correct application;

is suitable for the purpose the Battery is generally intended and which is for starting purposes only (i.e. automotive application) and not for cycling duty;
3. will be usable and durable for a reasonable period under normal use and service conditions and in terms of correct application.

If the Battery does not comply with the above, PROBE CORPORATION will, at the direction of the purchaser:-

- i. repair or recharge the Battery or;
- ii. replace the Battery or;
- iii. refund the price paid for the Battery.

If the Battery is repaired by PROBE CORPORATION, the Battery will be covered by the warranty on repaired goods in terms of the CPA for a period of 3 (three) months from date of repair. The warranty on repaired goods is void if the Battery has been misused and/or abused. This warranty does not apply to ordinary wear and tear, having regard to the ordinary intended automotive use of the Battery.

PROBE CORPORATION Claim Procedure must be complied by the original purchaser and a Claim Form duly completed. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form.



Any other claim by the original purchaser of the Battery should be pursued in terms of the CPA.

The CPA WARRANTY only applies in the Republic of South Africa. **B.**

PROBE CORPORATION WARRANTY

Should the CPA not be applicable to the original purchase of a Battery then only PROBE CORPORATION warranty will apply as indicated below. PROBE CORPORATION warranty will also apply to transactions where the CPA is applicable but only subsequent to the first 6 (six) month period referred to in the CPA WARRANTY.

PROBE CORPORATION only warrants that a Battery is free of defects in material and workmanship under normal use and service conditions and in terms of correct application and should of this not being the case, within the warranty period limits offered below for each Probe Battery range valid from date of purchase:

Edge Series	Months
AUTOMOTIVE	18
TRUCK: ON-HIGHWAY	18
TRUCK: OFF-ROAD: Construction/ Earthmoving/ Agriculture	12
Extreme Series: Performance I Performance Plus	
AUTOMOTIVE	24
TRUCK: ON-HIGHWAY	24
TRUCK: OFF ROAD: Construction/ Earthmoving/ Agriculture	12
Extreme Series: Plus XHD	
TRUCK: ON-HIGHWAY	24
TRUCK: OFF ROAD: Construction/ Earthmoving/ Agriculture	12
Cycling Batteries: Deep Cycle/ Solar/ Inverter	
CYCLING BATTERY RANGE	12 OR 365 DAYS
NOTE	
<p>***NOTE***(whichever is the earlier of) with a maximum of 20% depth of discharge for each cycle. With regard to the latter, full details and acceptable proof to be supplied with claim about the connected load/s, frequency of operations and depths of discharge to which the battery has been subjected too. Refer to Section 2, clause 5 of warranty document ref. PBWP.RR.</p>	

,from date of original purchase of the Battery (or date of first delivery of the Battery to the original purchaser).



Warranty Terms and Conditions:

PROBE CORPORATION undertakes, in its sole discretion, to repair the defect, or replace the Battery at its own cost and without charge to the original purchaser of the Battery, subject to the following conditions:-

1. Any claim regarding a warranty must be made in terms of PROBE CORPORATION Claim Procedure as soon as the original purchaser becomes aware of a defect or malfunction which may become apparent within the Warranty Term. Failure to notify PROBE CORPORATION or its duly Authorized Agents of any alleged defect or malfunction, within the Warranty Term, will render the warranty void;
2. The original purchaser must return the defective Battery to PROBE CORPORATION (or its duly Authorized Agents) free of charge within the Warranty Term and exhibit satisfactory proof of purchase of the Battery from PROBE CORPORATION (or its duly Authorized Agents). PROBE CORPORATION Claim Form must be completed by the original purchaser. Upon finalization of the warranty claim, the original purchaser will be required to sign a Settlement of Claim Form;
3. The warranty on the repaired or replaced Battery shall extend from the original date of purchase of the "defective" Battery and not from the repair / replacement date;
4. PROBE CORPORATION will have no liabilities under the terms of this warranty where and/or when the Battery is used in a vehicle whose specifications require a Battery of a different rating/size or ampere hour/CCA capacity or where the Battery is fitted on applications below or above the specified CCA and/or ampere hour capacity (at the 20 hour rate and SAE/BC! CCA rating) as specified in PROBE CORPORATION official Battery Selection Guide or, in the case of original equipment installed by a Vehicle/Equipment Manufacturer, not according to their official specified capacity and rating;
5. This warranty is void if failure of the Battery has resulted from abuse (i.e. cracked casings, damaged terminals among others) or neglect; improper use / miss-application (including incorrect over or under charging or, defective/irregular charging voltage regulation, accident, failure to keep the Battery properly charged or maintained (evident in plate sulphation); loading/discharging with low electrolyte resulting in overheating and possible battery explosion, use in automotive vehicles and/or off-road vehicles and equipment without proper operating, starting or charging systems, use of the Battery in continuous shift; overheating, overfilling; tipping over, removed and/or missing or loose vent caps, or visual 'state-of-charge indicators' or lids/vent cap covers, or use of battery acid additives; excessive use and abnormal wear and tear during the Warranty Term (including industrial and commercial use); use in a vehicle or equipment fitted with additional or non-standard / factory fitted electrical extras (for example alarms, immobilizers, tracking devices, air conditioners, radios and any other electronic/electrical devices); environmental conditions or any other damage arising from, *inter alia*,



accident/collision, fire, explosion, freezing, extreme heat, theft, civil commotion, labor/political unrest or rioting, Acts of God, government wars, embargoes or shortages or delays/damages or loss during transit or where PROBE CORPORATION reasonably determines that the Battery has been repaired or altered or used by any Third Party other than PROBE CORPORATION (or its duly Authorised Agents);

6. This warranty is void where the Battery is used other than for automotive application for which the Battery is specifically intended and not for cycling duty. In cases where battery cycling duty may be required in addition to cranking operations (for example marine applications, recreational vehicles, military applications, truck lifting platforms, touring buses among others), the warranty period limits in the terms and conditions indicated for "Probe Cycling Battery Range" under Sub-Section 1B of this document, will apply.
7. Subject to the CPA, any claim against PROBE CORPORATION (or its duly Authorised Agents) for harm (physical or economic) suffered by a person or property due to the failure, defect or hazardous nature of the Battery must provide **full** details of the extent and cost of such harm and include particulars of the steps taken to avoid or limit such harm and satisfactory proof that the battery was used and/or installed for the correct application and environmental conditions.
8. Probe Standard Terms and Condition of Sale also apply to sale of all goods and services and are available on request.

SECTION 2: WARRANTY: SMF CYCLING DUTY BATTERY APPLICATION RANGE

This Warranty Terms and Conditions is made by Probe Corporation SA (PTY) LIMITED

PROBE CORPORATION Warranty in respect of its Probe Battery range is in addition to the warranty offered in terms of the CONSUMER PROTECTION ACT ("CPA WARRANTY"). The CPA warranty will be in force should CPA conditions be applicable to the original purchase of a Battery.

A. CPA WARRANTY

Should the CPA *be* applicable to the original purchase of a Battery, PROBE CORPORATION warrants to the original purchaser of the Battery, strictly and only during the first period of **6 (six) months** from the date of original purchase, or date of first delivery of the Battery to the original purchaser, that the Battery:-

1. is in good working order and free of defects in material and workmanship under normal use and service conditions and in terms of correct application;
2. is suitable for the purpose the Battery is generally intended i.e. for cycling duty application;



3. will be usable and durable for a reasonable period under normal use and service conditions and in terms of correct application.

If the Battery does not comply with the above, PROBE CORPORATION will, at the direction of the purchaser:-

repair or recharge the Battery or;

- ii. replace the Battery or;
- iii. refund the price paid for the Battery.

If the Battery is repaired by PROBE CORPORATION!, the Battery will be covered by the warranty on repaired goods in terms of the CPA for a period of 3 (three) months from date of repair. The warranty on repaired goods is void if the Battery has been misused or abused. This warranty does not apply to ordinary wear and tear, having regard to the ordinary intended use of the Battery.

PROBE CORPORATION Claim Procedure must be complied with by the original purchaser and a Claim Form duly completed. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form.

Any other claim by the original purchaser of the Battery should be pursued in terms of the CPA.

The CPA WARRANTY only applies in the Republic of South Africa.

B. PROBE CORPORATION'S CYCLING DUTY BATTERY RANGE WARRANTY

Should the CPA not be applicable to the original purchase of the Battery then only the PROBE CORPORATION warranty will apply. PROBE CORPORATION warranty will also apply to transactions where the CPA is applicable but only subsequent to the first 6 (six) month period referred to in the CPA WARRANTY.

PROBE CORPORATION only warrants that a Battery is free of defects in material and workmanship under normal use and service conditions and in terms of correct application and, in the event of this not being the case, within a period of **12 (twelve) months** from date of purchase of the Battery (or date of first delivery of the Battery to the original purchaser)

Warranty Terms and Conditions:

PROBE CORPORATION undertakes, in its sole discretion to repair the defect, or replace the Battery at its own cost and without charge to the purchaser of the Battery, subject to the following conditions:-

1. Any claim regarding a warranty must be made in terms of PROBE CORPORATION Claim Procedure as soon as the original purchaser becomes aware of a defect or



malfunction which may become apparent within the Warranty Term:

Failure to notify PROBE CORPORATION or its duly Authorized Agents of any alleged defect or malfunction, within the Warranty Term, will render the warranty void;

2. The original purchaser must return the defective Battery to PROBE CORPORATION (or its duly Authorized Agents) free of charge within the Warranty Term and exhibit satisfactory proof of purchase of the Battery from PROBE CORPORATION (or its duly Authorized Agents). PROBE CORPORATION Claim Form must be completed by the original purchaser. Upon finalization of the warranty claim, the purchaser will be required to sign a Settlement of Claim Form;
3. The warranty on the repaired or replaced Battery shall extend from the original date of purchase of the "defective" Battery and not from the repair / replacement date;
4. PROBE CORPORATION will have no liabilities under the terms of this warranty where and/or when the Battery is used in a vehicle or equipment whose specifications require a Battery of a different rating/size or ampere hour/ CCA capacity or where the Battery is fitted on applications below or above the specified ampere hour/CCA capacity (at the 20 hour rate and/or SAE/BCI rating) as specified in PROBE CORPORATION official Battery Selection Guide or, in the case of original equipment installed by a Vehicle/Equipment Manufacturer, not according to their official specified capacity and rating;
5. This warranty is void if failure of the Battery has resulted from abuse/misuse (i.e. cracked casings, damaged terminals among others) or neglect; excessive discharge (evident in premature plate distortion and/or plate paste deterioration), improper charging (evident in premature plate distortion and/or plate paste deterioration), defective/irregular charging voltage regulation, improper use / miss-application (including incorrect over or under charging or accident); failure to keep the Battery properly charged or maintained (evident in plate sulphation); cycling at depths of discharge in excess of 20% of nominal capacity of the battery for more than 365 cycles *** Note ***; operating the battery below 0°C or above 35°C; or use in automotive vehicles or equipment without proper operating, starting or charging systems; use of the Battery in continuous shift; overheating; overfilling; tipping over; missing or loose vent caps or visual "state-of-charge" indicators or lids/vent cap covers, if applicable; use of battery acid additives; excessive use and abnormal wear and tear during the Warranty Term (including commercial and industrial use); use in a vehicle or equipment fitted with additional or non-standard I factory fitted electrical extras (for example alarms, immobilizers, tracking devices, air conditioners, radios and any other electronic/electrical devices); environmental conditions or any other damage arising from, *inter alia*, accident/collision, fire, extreme heat, explosion, freezing, theft, civil commotion, labor / political unrest or rioting, Acts of God, government wars, embargoes or shortages or delays/damages or loss during transit or where PROBE CORPORATION reasonably determines that the Battery has been repaired or altered by any Third Party other than PROBE CORPORATION (or its duly Authorized Agents);



NOTE

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THE COMPLETE POWER PACKAGE

- a. Depth of Discharge above the recommended 20% of battery rating, will progressively reduce the cycle and chronological life of a battery, i.e. the deeper the depth of discharge the shorter will the cycle and chronological life be;
 - b. Depth of Discharge of the battery in excess of 75% of its rating as not recommended since apart from reducing drastically the cycle and chronological life, it will result in lengthy periods of recharge of the battery with additional risk of sulphation of the cell plates and even irreversible damage if the battery is kept discharged for long period of time;
 - c. In regards to the above the life cycle of the battery will be variable in line with the depth of discharge it is subjected to and thus totally dependent on the actual manner of usage made of the battery in its operational environment, this being outside the direct control and responsibility of PROBE CORPORATION;
 - d. Accordingly the above considerations a, b and c dictate the NO WARRANTY will be applicable in such cases.
6. The original purchaser is obliged to prove to PROBE CORPORATION that the Battery was sized and applied in a manner in which its maximum depth of discharge did not exceed 20% of the nominal capacity of the Battery during any of its operating cycles;
7. This warranty is void where the Battery is used other than for cycling application and for which this Battery is specifically intended. In cases where battery cycling duty may be required in addition to cranking operations (for example marine applications, recreational vehicles, military applications, truck lifting platforms, touring buses among others), the warranty period limits in the terms and conditions indicated for "Probe Cycling Battery Range" under Sub-Section 1B of this document, will apply.
8. Subject to the CPA, any claim against PROBE CORPORATION (or its duly Authorised Agents) for harm (physical or economic) suffered by a person or property due to the failure, defect or hazardous nature of the Battery must provide full details of the extent and cost of such harm and include particulars of the steps taken to avoid or limit such harm and satisfactory proof that the battery was used and/or installed for the correct application.
9. Probe Standard Terms and Condition of Sale also apply to sale of all goods and services and are available on request.