



## **SIX MONTH LIMITED WARRANTY**

### **Applicable to new AVERATEC Batteries**

The limited warranty set forth on this warranty card is provided by AVERATEC, Inc. with respect to the AVERATEC brand Battery that you have purchased, when purchased and used with an AVERATEC brand notebook computer. The Battery that you have purchased is the only AVERATEC brand product to which this warranty card and the limited warranty stated herein apply.

Your Battery, when purchased in a new condition, is warranted against defects for six (6) months from the date of purchase. The warranty period will not be extended or altered for any time for any time during which it is in for warranty repair.

A defective Battery returned to AVERATEC and proven to be defective upon inspection will be repaired or exchanged for a comparable part.

**KEEP A COPY OF YOUR ORIGINAL STORE RECEIPT.** Warranty service will only be provided upon proof of purchase provided to AVERATEC.

This limited warranty shall only apply if the Battery is used in conjunction with compatible peripheral equipment and compatible software. This limited warranty covers all defects encountered in normal use of the Accessory, and does not apply in the following cases:

- (1) Loss of or damage to, or inability to use, the Battery in whole or in part due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, software bugs or viruses, failure to follow operating, maintenance or environmental instructions prescribed in AVERATEC'S user's manual, or service performed by other than AVERATEC.
- (2) Defects resulting from software, interfacing, parts or supplies not supplied by AVERATEC which cause damage to the Battery or cause abnormally frequent service calls or service problems.
- (3) If the Battery has had its serial number or dating altered or removed.

**NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIES TO THE BATTERY AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE BATTERY SHALL BIND AVERATEC. AVERATEC SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, EXPENSES FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR MISUSE OF, OR INABILITY TO USE, THE BATTERY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF AVERATEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST AVERATEC BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE BATTERY SOLD BY AVERATEC AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE, THE BATTERY NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF AVERATEC. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE BATTERY, OR THE PERSON FOR WHOM IT WAS PURCHASED AS A GIFT, AND STATES YOUR EXCLUSIVE REMEDY.**

**This limited warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.**

**Additional Information Available at:**

**PHONE:** (877) 462-3462

**WEB:** [www.averatec.com](http://www.averatec.com)