



P.O. Box 92647 Albuquerque, NM 87199
877-674-6123

Battery purchase effective date:

Limited Warranty Agreement
(Please Print)

CUSTOMER NAME: _____ CUSTOMER NAME: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

STATE: _____ STATE: _____

CUSTOMER PHONE: _____ CUSTOMER PHONE: _____

EMAIL ADDRESS: _____

ISSUING LOCATION NAME: _____

ISSUING ID #: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP _____

ISSUING PHONE: _____

VEHICLE YEAR: _____ VEHICLE MAKE: _____

VEHICLE MODEL: _____ VIN NUMBER: _____

VEHICLE MILEAGE AT TIME OF BATTERY PURCHASE: _____

TERM: LIFETIME

DEDUCTIBLE: \$25.00 Per Occurrence

WHO THIS COVERS

This Limited Warranty is offered to you, the Customer(s) listed above, and it cannot be transferred to any other person. Only you, and any person who is entitled under applicable state law, may enforce the obligations of this Limited Warranty. This Limited Warranty applies only to battery replacement performed at the **ISSUING LOCATION** as defined under **SECTION KEY TERMS AND PROVISIONS**

HOW LONG YOUR COVERAGE LASTS

This Limited Warranty covers your **BATTERY** for as long as **YOU** continuously own the above listed vehicle.

An Important Reminder

Please take the time to read and review both sides of this Limited Warranty Agreement and ask any questions you may have about its terms and conditions. We want to make sure that you have a clear understanding of everything. By signing below, you are indicating that you received a copy of this Limited Warranty, had an opportunity to read it, and any questions you had were answered to your satisfaction.

Customer Date

Issuing Location Representative Date

Customer Date

KEY TERMS AND PROVISIONS

Any modification, alteration, or change to the preprinted terms and conditions of this Limited Warranty is invalid and of no force or effect. This Limited Warranty is only in force upon the receipt and acceptance of this Limited Warranty by the **ADMINISTRATOR**.

THIS LIMITED WARRANTY IS INCLUSIVE OF THE BATTERY MANUFACTURER WARRANTY; IT DOES NOT REPLACE THE BATTERY MANUFACTURER WARRANTY. LOSSES COVERED BY THE MANUFACTURER OF THE COVERED BATTERY DURING THE BATTERY MANUFACTURER WARRANTY PERIOD ARE NOT COVERED UNDER THIS LIMITED WARRANTY. THIS PROVISION ALSO APPLIES TO ANY OTHER WARRANTY OR SERVICE CONTRACT ISSUED TO THE CUSTOMER BY ANOTHER ADMINISTRATOR, DEALER OR REPAIR FACILITY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE, RENEWABLE OR CANCELABLE. THIS LIMITED WARRANTY IS NOT A SERVICE CONTRACT. IT IS PROVIDED TO THE CUSTOMER BY THE **ISSUING LOCATION** AT NO ADDITIONAL CHARGE. THIS LIMITED WARRANTY TERMINATES WHEN OWNERSHIP HAS TRANSFERRED TO A NEW OWNER, IF THE BATTERY IS REMOVED FROM THE VEHICLE IN WHICH IT WAS ORIGINALLY INSTALLED AS IDENTIFIED ON THE FIRST PAGE OF THIS LIMITED WARRANTY OR IF THE MAINTENANCE REQUIREMENTS AS OUTLINED IN THIS LIMITED WARRANTY ARE NOT PERFORMED.

The General Provisions of this Limited Warranty contains several words that have special meanings. The following words are important in this Limited Warranty and they are printed in **BOLD** type below:

“**ADMINISTRATOR**” means LodeStar Re, Inc. 877-674-6123 P.O. Box 92647 Albuquerque, NM 87199

“**APPROPRIATE REPLACEMENT BATTERY**” is a replacement battery provided by the **ISSUING LOCATION** of the same group size as originally provided and required by the vehicle manufacturer or if such battery is unavailable, then a battery of the same group size with a minimum 24 month replacement warranty.

“**BATTERY MANUFACTURER WARRANTY**” means the warranty issued by the manufacturer of the **COVERED BATTERY**.

“**BATTERY PURCHASE / EFFECTIVE DATE**” means the date **YOU** purchased the **COVERED BATTERY** from the **ISSUING LOCATION**.

“**COVERED BATTERY**” means the battery that **YOU** purchased from the **ISSUING LOCATION** or an **APPROPRIATE REPLACEMENT BATTERY**.

“**CUSTOMER,**” “**YOU,**” and “**YOUR**” means the owner(s) designated as such on this Limited Warranty.

“**FAILURE**” or “**FAILED**” means the **COVERED BATTERY**, when placed on a battery load tester, registers a red reading or has a failure due to a defect in material or workmanship but does not include failures due to **CUSTOMER** negligence or abuse.

“**ISSUING LOCATION**” means the **ISSUING LOCATION** described as such on this Limited Warranty or a Toyota dealership in the continental United States or Canada.

“**LIFETIME**” means the Lifetime term of this Limited Warranty begins at the **BATTERY PURCHASE / EFFECTIVE DATE** and is ongoing for as long as **YOU** continuously own the above listed Vehicle.

“**WE,**” “**US,**” and “**OUR**” means LodeStar Re, Inc. 877-674-6123 P.O. Box 92647 Albuquerque, NM 87199 , who is the party obligated to perform under this Limited Warranty.

Maintenance Responsibilities

In order for this Limited Warranty to remain valid, the CUSTOMER must have the COVERED BATTERY serviced exactly as the Battery Manufacturer recommends and Failure cannot be due to CUSTOMER negligence or abuse. Failure to implement these maintenance responsibilities will result in denial of coverage, therefore voiding this Limited Warranty.

WHAT IS COVERED BATTERY COVERAGE

This Limited Warranty will cover the approved replacement of the **COVERED BATTERY** under this Limited Warranty according to the **Payment Schedule** listed below. Authorized battery replacement must be performed at the **ISSUING LOCATION** and with an **APPROPRIATE REPLACEMENT BATTERY**. To file a claim, see **SECTION 4. HOW TO FILE A CLAIM** which includes instructions for After-Hours and Emergency Battery Replacement procedures if battery replacement is necessary outside of the **ISSUING LOCATION**'s and **ADMINISTRATOR**'s business hours (evening, weekend or holiday).

Payment Schedule:

This Limited Warranty will cover up to \$25.00 per **FAILURE** for battery installation labor cost and diagnostic. This Limited Warranty will also cover the wholesale dealer cost of the battery plus 10% for the replacement battery under the terms of this Limited Warranty up to a maximum of \$250.00 per **FAILURE**. If the wholesale dealer cost of the battery exceeds \$250.00, this Limited Warranty will cover the actual dealer cost of the battery excluding dealer markup up to a maximum of \$250.00 per **FAILURE**. **YOU** shall be responsible for any amounts exceeding these limits.

To File a Claim for Battery Replacement, call 1-877-674-6123

WHAT IS NOT COVERED

There is no coverage for pre-existing conditions, diagnostic services, preventive maintenance or parts not listed above. Parts that fail due to circumstances such as an accident, theft, vandalism abusive driving, disconnection of systems/components, alteration made that is not part of normal maintenance recommended by the manufacturer, addition of aftermarket products, use of improper/contaminated fluids, lubricants, additives or acts of God are not covered.

If any part is still covered by any manufacturer's warranty, recall, bulletin or policy adjustment under which the manufacturer will repair or replace the part at its expense or is required by law to do so, that part is excluded from coverage. Also excluded are:

- A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for After-Hours and Emergency Battery Replacement claims.
- B. Any part, repair, or replacement thereof while covered by insurance, a manufacturer's warranty, recall program, factory service bulletins, or special policy.
- C. Any failure caused by a failure to service the **COVERED BATTERY** as recommended by the battery manufacturer or if due to Customer negligence or abuse.
- D. Any vehicle used for any form of competitive driving or racing.
- E. Any vehicle used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the vehicle manufacturer.

- F. Any vehicle exceeding 1.75 ton capacity.
- G. Battery failures or damage to the battery caused by any other electrical components.
- H. Any vehicle used for commercial use including, but not limited to, public hire, rental, taxi, ride share, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
- I. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to replace the covered component.
- J. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the ADMINISTRATOR.
- K. Batteries that are merely discharged, or damaged due to abuse, neglect, misuse, overcharging, alteration, improper installation, use of special additives, or unauthorized attempt to repair.
- L. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the COVERED BATTERY. Some states do not allow the exclusion or limitation of consequential damages, so this limitation or exclusion may not apply to you.
- M. Repair or replacement made outside the United States or Canada.
- N. Damage to the battery resulting from a mechanical breakdown or failure of any other part of the vehicle, or from faulty or negligent repairs, or installation of defective parts.
- O. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Limited Warranty), and attorney fees.
- P. Any vehicle not originally manufactured to U.S. specifications, commonly known as a grey market vehicle; salvaged vehicles or factory buybacks.
- Q. Car Rental and Towing costs, charges or fees are not covered.
- R. Authorized covered claims that have not been submitted to the ADMINISTRATOR within one hundred eighty (180) days from the date of completed battery replacement.
- S. Any battery which does not meet or exceed the vehicle manufacturer's battery specifications for the vehicle.
- T. Replacement batteries which are not an identical branded and group size battery to that which was originally purchased or are the same group size battery with a minimum 24 month full replacement warranty.

HOW TO MAKE A CLAIM

ADMINISTRATOR PHONE NUMBER AND ADDRESS: 1-877-674-6123 P.O. Box 92647 Albuquerque, NM 87199

ADMINISTRATOR BUSINESS HOURS: Monday through Friday, 8AM to 5PM, Mountain Time.

Take your **COVERED BATTERY** to the nearest **ISSUING LOCATION** which has an **APPROPRIATE REPLACEMENT BATTERY** in stock. To locate the nearest **ISSUING LOCATION**, call the **ISSUING LOCATION** listed on the first page of this Limited Warranty or call the **ADMINISTRATOR** at 1-877-674-6123 .

1. The **ISSUING LOCATION** must contact the **ADMINISTRATOR** prior to battery replacement to obtain authorization. **YOU** are responsible for authorizing diagnosis of the **COVERED BATTERY** by the **ISSUING LOCATION**. If the **FAILURE** is not covered under this Limited Warranty, **YOU** will be responsible for these costs. The **ISSUING LOCATION** will test the **COVERED BATTERY** and, if it has a **FAILURE**, replace it according to the terms of this Limited Warranty. Authorized battery replacement **must** be performed at an **ISSUING LOCATION** and with an **APPROPRIATE REPLACEMENT BATTERY**.
2. **After-Hours and Emergency Battery Replacement Procedures:** If battery replacement covered by this Limited Warranty is required outside the **ADMINISTRATOR's** or **ISSUING LOCATION's** business hours (evening, weekend or holiday), the **CUSTOMER** should deliver the **COVERED BATTERY** to a licensed repair facility to have an **APPROPRIATE REPLACEMENT BATTERY** installed at a reasonable and customary charge. On the next business day, the **CUSTOMER** should report the battery replacement to the **ADMINISTRATOR**. To report an after-hour claim and obtain a reimbursement, please call 1-877-674-6123 for instructions.
3. Authorized Repair Orders may be submitted to the **ADMINISTRATOR** at: P.O. Box 92647 Albuquerque, NM 87199 or Fax to: 505-216-2222. Repair Orders must include: Odometer Reading, Diagnosis, Repairs Performed, Labor Time, Labor Rate, Parts utilized, Part Numbers and Cost. Also, please ensure the Customer Name, Limited Warranty Number, Authorization Number and Customer Signature is clearly indicated.

Additional Limitations And Exclusions

All IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF TIME AS THE WRITTEN LIMITED WARRANTY STATED HEREIN. YOU ARE NOT ENTITLED TO RECOVER FROM THE ISSUING LOCATION ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

LEGAL RIGHTS NOTICE: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE LIFETIME REPLACEMENT BATTERY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Our obligations under this **Limited Warranty** are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10151 Deerwood Park Blvd., Bldg. 100, Ste. 500, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event that We fail to pay an authorized claim within sixty (60) days after proof of loss has been filed, **You** may file a direct claim with Lyndon Southern Insurance Company. To do so, please call the following toll-free number for instructions: (800) 888-2738.