

PRODUCT WARRANTY

LEAD ACID STATIONARY BATTERIES VALVE REGULATED LEAD ACID FLOAT SERVICE

PowerSafe® DDm, DDmP, DDr, OPzV

EnerSys Delaware Inc. ("EnerSys") warrants PowerSafe® DDm, DDmP, DDr and OPzV Valve Regulated Lead Acid (VRLA) float service batteries and racks against defective materials and workmanship for the full period as defined in Table A; (i) from the date the battery is placed in service or; (ii) the full period plus six months from the date of shipment, whichever occurs first.

- A. If initial physical inspection identifies flaws in material or workmanship that would impair life of the battery, as defined by this warranty, or product performance, as defined by EnerSys' electrical and physical specifications as published at the time of shipment and these flaws are not due to transportation damage or installation abuse;
- B. If on initial "Acceptance Test", as defined in IEEE Std. 1188, "IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve Regulated Lead Acid (VRLA) Batteries for Stationary Applications", the properly installed battery string fails to meet the published performance ratings* per EnerSys' latest published catalog data at the time of shipment;

In the event of either A or B above, contact your nearest EnerSys sales representative to request instructions. You will be instructed either a) to return the equipment to an EnerSys factory or service center location, FOB Destination-Freight Prepaid, for examination, or b) to wait until an EnerSys representative arrives at the site to inspect the equipment.

If EnerSys determines in its sole discretion that the battery is physically or electrically unsound due to defective materials or workmanship on the part of EnerSys, the defective battery(ies) will be repaired or replaced, at the sole option of EnerSys, without charge to the original purchaser ("User") for replacement materials. However, costs of replacement installation including but not limited to equipment, travel expenses of EnerSys representatives, and costs of material transportation expenses shall be borne by the User. The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

The battery is warranted to have a float service life from the date of shipment, as stated below, and based on conditions stipulated in the installation/maintenance instructions.

| TABLE A – FLOAT SERVICE LIFE WARRANT | TABLE A - | - FLOAT | SERVICE | LIFE WA | RRANTY |
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| Fi | ull Warranty | Pro Rata |
|----------------------------|--------------|---------------|
| <u>Type</u> | Period | <u>Period</u> |
| DDm/P - Telecommunications | 7 years | N/A |
| DDm/P - Utility | 3 years | 17 years |
| DDr | 1 year | 19 years |
| OPzV | 1 year | 14 years |

BATTERY OPERATING TEMPERATURES

Annual average Any cell temperature not to exceed for more than 30 days per year

77°F (25°C) 89°F (32°C)

(over)

^{*} Published performance ratings. Initial capacity shall be a minimum of 90 percent of the rated string capacity upon shipment per IEEE-1188.

Normal battery float life may be expected only when the battery is operated under the aforementioned temperature conditions. If operation of the battery is not within these parameters, the battery warranty shall be null and void.

Useful service life is considered to have expired when the battery fails to deliver 80% of its rated string capacity. The rated string capacity is that which is published in EnerSys catalog literature at the time of shipment. The determination of actual capacity shall be made in accordance with the "performance test" guidelines of IEEE Std. 1188. If the battery is maintained per the installation/maintenance instructions and other recommendations contained in this document and fails to deliver 80% of its rated string capacity, EnerSys shall credit the purchaser (user) toward the purchase of a new EnerSys battery of equal or greater amp-hour capacity.

The full warranty per Table A and the remainder of designed float service life as pro rata.

Credit (\$) = Original Net Price
$$X \left(1 - \frac{Monthsof Expired Life}{Monthsof WarrantedLife}\right)$$

EXCLUSIONS AND LIMITATIONS

- For batteries stored at a maximum temperature of 77°F (25°C), the battery must be given freshening charges a minimum of every six (6) months for Lead-Calcium after shipment from the factory and until final installation. Refer to the installation and maintenance instructions for maximum storage intervals.
- 2. At least once every twelve (12) months, battery readings must be taken and recorded per the current published EnerSys installation/maintenance instructions. These records must be maintained for warranty claim purposes. Failure to do so will invalidate the warranty, at the sole discretion of EnerSys.
- 3. This warranty applies only to the original United States and Canada domestic User and is non-transferable internationally, except with the express written consent from EnerSys headquarters in Reading, PA.
- 4. This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear.
- 5. EnerSys assumes no responsibility for any work accomplished or expenses incurred except with the express written consent from EnerSys headquarters in Reading, PA.
- 6. Movement of batteries from original point of installation shall immediately void this product warranty, except with the expressed written consent from EnerSys headquarters in Reading, PA.
- 7. Any storage shall be in a dry area having an average ambient temperature of 77°F (25°C), or less, and in accordance with EnerSys published installation/maintenance instructions.
- 8. Repair or attempted repair of the Battery by anyone other than an authorized EnerSys representative shall void this warranty.
- 9. The battery must be charged, installed and maintained in accordance with the current guidelines and/or instructions published by EnerSys. Failure to do so will invalidate the warranty at the sole discretion of EnerSys.
- 10. The acceptance of the Battery shipped to EnerSys shall not be deemed an admission that the Battery so shipped is defective. The Battery shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' sole property.

THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE BATTERY AT ENERSYS' SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE BATTERY. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.

Some countries and/or states do not allow limitations 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 User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.