

LIMITED WARRANTY



LIMITED WARRANTY FOR PURE LEAD MAX SERIES

C&D Technologies, Inc. ("C&D" or "Manufacturer") warrants each C&D Pure Lead Max Battery sold by C&D or any of its authorized distributors or dealers ("Battery") to be free of defects in material and workmanship for a period of eight (8) years from Warranty Start Date published on the battery label (the "Warranty Period"). Within the Warranty Period, subject to the conditions listed below, Manufacturer will replace the Battery free of charge if replacement is necessary due to defects in material or workmanship. This limited warranty is limited to the original purchaser of the Battery and is not transferable to any other person or entity.

CONDITIONS

1. A battery will not be considered defective unless it fails to deliver 80% or less of its rated capacity during the Warranty Period. Capacity is determined by discharge testing at a published rate in accordance with C&D installation and operation instructions and/or applicable IEEE standards for VRLA batteries. Deviations in visual attributes, electrical behavior or other aspects that are in compliance with C&D specifications shall not be construed as defects on the basis of user or third-party specifications.
2. Each battery must be the proper size, design, and capacity for its intended application in a Standby UPS Application. Cycling applications are excluded from this warranty. Maximum number of discharge cycles (50% depth of discharge or more) is limited to 4 per year including capacity testing.
3. Each battery must be charged, discharged, stored and serviced in accordance with the manufacturer's installation and operation instructions. The limited warranty shall be void if the battery is subject to misuse, abuse, neglect, or physical damage. This includes the use of improper charging methods, over-discharge and delayed recharge of discharged batteries as defined in the installation and operating instructions.
4. The batteries must be installed in a temperature-controlled environment with an average temperature at or below 77°F (25°C). Warranty duration for installations at average temperatures above 77°F (25°C) will be decreased by 50% for every 18°F/10°C above 77°F (25°C).
5. User agrees that the manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals.
6. User must perform maintenance as directed by the installation and operations instructions, including creation and retention of maintenance records. Failure to produce maintenance records on C&D request will void warranty. Failure to promptly replace non-conforming units within a battery system will void the warranty on the rest of the products within that system.
7. The limited warranty is rendered void if the battery becomes unserviceable due to fire, wreckage, freezing, neglect, abuse, or any act of God, the use of battery additions, or if the battery has been serviced by someone other than an authorized C&D Service Center.

CLAIMS

1. Contact original point of purchase for instructions on applicable warranty claim procedures.
2. Upon satisfactory proof of claim as determined by C&D Technologies, Inc., we shall repair or replace, at our option, any defective battery based upon the purchase price as outlined above exclusive of labor or transportation to the customer site.

3. C&D shall not accept any product for return, credit or exchange unless expressly authorized by C&D Technologies, Inc. in writing and returned prepaid to our facility. Acceptance of any product shipped to C&D shall not be construed as an admission that the product is defective.
4. If replacement is necessary, the defective Battery will be replaced with an in-kind replacement. Only the remaining portion of the original Warranty Period shall apply to the replacement product.

LIMITED WARRANTY

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 repair or replace the Battery at Manufacturer's sole discretion 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 time or profits, exemplary, special or otherwise, including any lost time or profits or removal, shipping, or installation expenses. In no event shall the liability of Manufacturer for any and all claims exceed the purchase price of the Battery.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LEGAL RIGHTS:

This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from country to country or state to state. Some countries and states do not allow any 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. Please contact your authorized C&D distributor or dealer for the applicable warranty terms.

NON-C&D WARRANTIES:

Your authorized C&D distributor or dealer may offer its own warranty in addition to this Limited Warranty; warranty may vary in warranty period, scope of coverage, or exclusions. Manufacturer is not responsible for any such additional distributor or dealer-provided warranties. Please contact your authorized C&D distributor or dealer with any claims you may have under such distributor or dealer warranties.