

C&D TECHNOLOGIES, INC.

FIVE-YEAR LIMITED WARRANTY FOR C&D LIBERTY AES SERIES VRLA BATTERIES USED IN FLOAT AND LIMITED CYCLE SERVICE IN THE US AND CANADA

C&D Technologies, ("C&D"), conditionally warrants to the original purchaser (the "Buyer") of any C&D Liberty AES Series VRLA battery from C&D that the C&D Liberty AES Series VRLA battery (the "Product"), as delivered, is free from defects in material, workmanship and title and conforms to C&D's published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"). In addition, should the Buyer discover and report any defects or nonconformities in the Product to C&D within a period of five (5) years (or such shorter period as provided below) from the date of shipment, C&D, upon satisfactory confirmation of Buyer's claim, will correct such defect or nonconformity either, at its sole option, by repairing or replacing any defective or damaged part or parts of the Products, FOB factory. Upon return by Buyer under this Limited Warranty, all defective or nonconforming Products and/or parts or components of such Products, which are repaired or replaced by C&D, shall become the property of C&D Technologies, Inc. For purposes of this Limited Warranty the term "Warranty Period" shall be defined as the period commencing on the date of shipment of the Product to Buyer and ending five (5) years thereafter (as such period may be reduced as provided below).

This Limited Warranty is subject to the following additional conditions and limitations:

1. This Limited Warranty shall be void with respect to any Product, which is not charged, discharged, stored, used, maintained and serviced in accordance with all applicable C&D instructions and the Specifications.
2. This Limited Warranty shall be void with respect to any Product which has undergone any unauthorized repairs or modifications or which C&D determines has been misused, abused, neglected or physically damaged by Buyer or a third party.

3. This Limited Warranty may be voided by C&D at any time if Buyer has not timely submitted to C&D all reports specified in the Operating Manual for the Product. Because the life and performance of the Product is affected by operating temperature, each Buyer must maintain and produce upon request documentation verifying that the Product has, at all times, been installed and operated in a temperature-controlled environment as provided in this Limited Warranty. This Limited Warranty may be voided by C&D if such documentation is unavailable or is not promptly provided to C&D.
4. In the event the Buyer cannot demonstrate that the Product has, at all times, been installed and operated in a temperature-controlled environment, C&D may, in its sole discretion, and in accordance with the zone temperatures limits specified in the Bellcore Technical Reference TR-NWT-000909, Issue 1, December 1991, reduce the Warranty Period to the new warranty period indicated in the table:

Bellcore Quadrant TR-NWT-000909	Latitude Range	New Warranty Period
Zone 1	Above 40°	2 years
Zone 2	36-40°	2 years
Zone 3	30-35°	2 years
Zone 4	Below 30°	1 year

5. This Product shall not, under any circumstances, be considered defective if it delivers at least sixty percent (60%) of its rated capacity during the Warranty Period when tested in accordance with IEEE-1188, Recommended Practice for Maintenance, Testing, and Replacement of Valve-Regulated Lead Acid (VRLA) Batteries in Stationary Applications.

6. This Limited Warranty may be voided if the Product is installed, operated or used in any configuration which causes the temperature variation across the lowest and highest cell temperatures in any single string of cells to vary more than 5°F (2.78°C) when such cells are floating at the recommended float voltages. Cells shall not be installed near radiators, steam pipes, direct sunlight, or in any location where cells may be subject to uneven heating.
7. This Limited Warranty shall be void with respect to any Product, which has not been installed or given a freshening charge within a specified amount of time as stated in the Product Operating Manual. Each Buyer shall be required to maintain and produce upon request documentation verifying that the Product has received freshening charges as provided in this Warranty. C&D may deny any claim hereunder if such documentation is not provided to it upon request
8. This Limited Warranty applies to Products used in float service or limited cycle service and is void with respect to any Product used in vehicular starting, lighting and ignition applications or portable tools and appliances. Limited cycle service is defined as 1 discharge/recharge cycle within a 24 hour period to a maximum of 50% depth of discharge.
9. This Limited Warranty applies solely to Products installed and operated in the United States, Canada or other country, which is approved by C&D in writing.
10. This Limited Warranty may be voided by C&D at any time if Buyer has not promptly notified C&D of the alleged defects or nonconformity or refuses to cooperate with C&D by making the Product available for assessment and/or repair by C&D.
11. This Limited Warranty shall be void if battery additions other than C&D's Liberty AES products are used in the same string as this Product.
12. Buyer shall be solely responsible for any required on-site installation, de-installation or testing work in connection with the changing out of a defective Product or part including, without limitation, all labor out-bound freight and incidental costs and charges
13. On an annual basis, Buyer must complete an inspection report on a C&D approved form which documents cell float voltages and battery & room ambient temperature on at least semi-annual basis and forward the report

to C&D at the following address: C&D Technologies, Inc.,
1400 Union Meeting Road, Blue Bell, PA, 19422-0585,
Attention: Technical Services Department.

14. Buyer agrees that title to any defective or nonconforming Products (or parts thereof) that are repaired, replaced or credited by C&D hereunder shall automatically pass to C&D Technologies, Inc. upon replacement by or return to C&D. Buyer must request and receive from C&D a Return Material Authorization (RMA) for any Product believed to be defective or nonconforming prior to returning such Product to C&D.
15. This Limited Warranty shall be enforceable only by Buyer and is neither transferable nor assignable by Buyer without the express written permission of C&D.

THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C&D'S LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY IS LIMITED AS SET FORTH HEREIN. IN NO EVENT SHALL C&D'S LIABILITY FOR DAMAGES ASSOCIATED WITH THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EXCEED THE AMOUNT THAT C&D HAS BEEN PAID FOR SUCH PRODUCT AND UNDER NO CIRCUMSTANCES SHALL C&D BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.

C&D hereby disclaims any obligation under this Limited Warranty and, under no circumstances shall C&D have any liability to Buyer, either under this Limited Warranty or otherwise at law, for any labor, "field" or "in and out" charges associated with either the de-installation of installed defective Products or the installation of repaired or replaced Products.

This warranty sets forth the exclusive remedies of Buyer for all claims based on a defect in or nonconformity of the Product whether such claims, however instituted, are based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.