

# LIMITED WARRANTY



## LIMITED WARRANTY FOR PURE LEAD PLUS SERIES

C&D Technologies, Inc. ("C&D" or "Manufacturer") warrants each C&D Pure Lead Plus 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 5 years starting on the warranty date code attached to the battery, as evidenced by the original receipt (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.

**Pure Lead Plus Series (AGM VRLA Design) - 5 Years at 30°C (86°F).**

### 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 instructions and/or applicable IEEE standards.
2. Each battery must be the proper size, design, and capacity for its intended application at 30°C (86°F) (in a Standby UPS Application).
3. Each battery must be charged, discharged, stored and serviced in accordance with the manufacturer's instructions. The limited warranty is invalid if the battery is subject to misuse, abuse or physical damage.
4. User agrees that the manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals as well as maintenance records in order to honor/process the warranty claim.
5. The Warranty Period shall be adjusted based on actual operating conditions such as temperature and frequency of discharge as published by C&D Technologies, Inc. The Warranty Period will be reduced 50% for every 8 degrees Centigrade increase in operating temperature above 25°C (base temperature).
6. 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.
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.
4. If replacement is necessary, the defective Battery will be replaced with an in-kind replacement. The Warranty Period

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## 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 replace the Battery 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 profits, exemplary, special or otherwise, including any lost profits or removal, shipping, or installation expenses.

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.