

LONG DURATION SERIES

C&D Technologies, Inc., TEL Series VRLA Batteries 10 Year Limited Warranty and Pro-Rata Adjustment for Batteries Used in the United States and Canada

This warranty does not apply to batteries used in UPS, Cycle, or other non-telecommunications applications. Except as set forth in Table 2, all batteries are warranted to be free from defects in material and workmanship from the date of shipment according to the terms of the limited warranty and the following warranty schedule.

Table 1

TEL Series Batteries (AGM VRLA Designed)	4 Years Full Replacement, plus 6 Years Adjusted (Pro-Rata)
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In the event of an alleged defect, user should promptly notify C&D Technologies, Inc. Should C&D Technologies, Inc., determine the batteries to be defective it may, at its sole discretion, repair, replace or credit at our option the material found to be defective — F.O.B. its factory without charge except for freight. A battery will not be considered defective unless it fails to deliver 80% or less of its rated capacity during stated warranty period. All claims are subject to the following conditions and limitations.

Conditions and Limitations

- 1) Warranty is limited to temperature controlled environments not to exceed 77°F (25°C). Appropriate documentation verifying that a controlled environment was maintained will be required for all claims.
- 2) Warranty does not apply to batteries used in UPS, Cycle, or other non-telecommunications applications.
- 3) Warranty only applies to batteries used in the United States and Canada.
- 4) Each battery must be the proper size, design and capacity for its application in order for the warranty to apply.
- 5) Each battery must be charged, discharged, stored and serviced in accordance with the latest revisions of all applicable C&D Technologies, Inc., instructions in order for the warranty to apply.
- 6) This warranty is void if battery is subject to misuse, abuse or physical damage or if battery becomes unserviceable due to fire, wreckage, freezing, or any act of God.
- 7) This warranty is void if battery additions other than C&D Technologies, Inc., TEL products are used in the same string.

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Form 41-7258 (Rev. 08/08) Printed in the U.S.A.

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TEL

- 8) User agrees that manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals in order for the warranty to apply.
- 9) All defective and replacement batteries, if returned, become the property of C&D Technologies, Inc.

Should C&D Technologies, Inc. determine that the battery is defective within the pro-rata portion of the warranty period, C&D Technologies, Inc. agrees to repair, replace or credit the defective battery F.O.B. factory based on the following pro-rata formula to be applied against the purchase of a replacement product of equal or greater ampere hour capacity.

Pro-Rata Calculation for Credit

$((\text{Net Original purchase Price}) \times (\text{Number of Months of Un-expired Warranty})) / \text{Number of Months of Total Warranty} = \text{Applied Credit}$
 CREDIT TO BE APPLIED AGAINST THE CURRENT TEL LIST PRICE SHEET DISCOUNTED 50%.

Non-Environmentally Controlled Applications

In the event the user cannot demonstrate a temperature controlled environment (per condition and limitation number 1) the following warranty schedule, Table 2, shall apply instead of Table 1. This schedule, however, shall only apply if Conditions and Limitations 2 through 6 are satisfied. All other terms and conditions of the limited warranty shall also apply.
 The life of a battery is affected by operating temperature, and the warranty is adjusted using the temperature zone breakdown in accordance with Bellcore Technical Reference TR-NWT-000909, Issue 1, December 1991 as follows:

Table 2

Bellcore Quadrant TR-NWT-000909	Latitude Range	Full * Replacement
Zone 1	Above 40 deg.	2 Years
Zone 2	36-40 deg.	2 Years
Zone 3	30-35 deg.	2 Years
Zone 4	Below 30 deg.	1 Year

* There is no pro-rata adjustment warranty for additional years

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 less the pro-rata adjustment as outlined above exclusive of freight and labor.
- 3) Not accept any product for return, credit or exchange unless expressly authorized by C&D Technologies, Inc. in writing and returned prepaid to our plant.

C&D TECHNOLOGIES, INC. SHALL NOT BE LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE C&D TECHNOLOGIES, INC. HARMLESS FROM ANY CLAIMS AND LIABILITIES ARISING OUT OF THE USE, MAINTENANCE, TRANSPORTATION, OR INSTALLATION OF ANY EQUIPMENT WARRANTED HEREUNDER. THE FORGOING LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE LIABILITY OF C&D TECHNOLOGIES IS SET FORTH UNDER THE CLAIMS PARAGRAPH ABOVE. C&D TECHNOLOGIES, INC. SHALL NOT HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL INDIRECT OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER (USER) OF THE EQUIPMENT IS NON-TRANSFERABLE, AND GOVERNED BY AND CONSTRUED UNDER PENNSYLVANIA STATE LAWS.