



Limited Product Warranty DataSafe® XE Batteries UPS Application

EnerSys Delaware Inc. and its affiliates ("EnerSys") warrant the DataSafe® XE battery (the "Battery") against defective materials and workmanship for a period of up to five (5) full years from the date the Battery is placed in service or up to five (5) years plus six (6) months from the date of shipment, whichever is sooner, (the "Warranty Period"), subject to the Ambient Battery Operating Temperatures guideline below.

- A. During the Warranty Period, 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;

OR

- B. 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 and/or string fails to meet the published performance ratings* per EnerSys' latest published catalog data at the time of shipment;

Contact the nearest EnerSys sales representative to make a warranty claim under either A or B above. You will be instructed to either a) return the Battery to an EnerSys facility or service center location, FOB Destination-Freight Prepaid, for examination, or b) wait until an EnerSys representative arrives at the site to inspect the Battery.

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 will be repaired or replaced at the option of EnerSys without charge to the original User (as defined below) for replacement materials, subject to the exclusions and limitations below. However, costs of replacement installation including but not limited to equipment, travel expenses of EnerSys representatives(s), and costs of material transportation expenses shall be borne by the User.

* Published performance ratings. Initial capacity shall be a minimum of 100% of the rated string capacity (kWb) upon shipment per IEEE-1188.

AMBIENT BATTERY OPERATING TEMPERATURES

Annual average battery temperature	Any cell temperature not to exceed for more than 30 days per year
86°F (30°C)	104°F (40°C)

(over)

EXCLUSIONS AND LIMITATIONS

1. The Battery must be audited every six (6) months if stored in or at temperatures between 77°F (25°C) to 86°F (30°C) and every three (3) months if stored in or at temperatures between 86°F (30°C) to 104°F (40°C). The Battery must be boosted before dropping below 2.1 VPC, or after seventeen (17) months of storage or whichever occurs first. Storing in or above 104°F (40°C) is not recommended and will invalidate the warranty.
2. 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.
3. At least once every twelve (12) months, User must take readings and record information per the EnerSys installation/maintenance instructions. These records must be maintained for warranty claim purchases. If warranty records are not kept, the warranty shall be void.
4. User is responsible for maintaining data to verify operating conditions including float voltage, ambient temperature and battery temperature.
5. Parallel strings should be limited to six (6) strings, five (5) strings or more requires a battery monitoring system that records both voltage and current by string, except with an expressed written consent from EnerSys headquarters in Reading, PA.
6. This warranty applies only to the original purchaser ("User") in the United States, Canada, Argentina and Brazil, and is non-transferable internationally except with the expressed written consent from EnerSys headquarters in Reading, Pennsylvania. Other countries should contact local EnerSys representatives for applicable warranty.
7. This warranty does not cover physical damage due to the acts of nature or man which stress the Battery beyond design limits and exert undesirable influence aside from normal wear and tear. This warranty is invalid if Battery has been repaired or attempts have been made to repair Battery by another other than EnerSys.
8. EnerSys assumes no responsibility for any work accomplished or expenses incurred, except with the expressed written consent from EnerSys headquarters in Reading, PA.
9. 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.
10. 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. Failure to follow EnerSys published guidelines and/or instructions may invalidate this warranty, at the sole discretion of EnerSys.
11. Manufacturer's acceptance of any Battery shipped to Manufacturer shall not be deemed an admission that the items so shipped are defective. Any Battery shipped back to Manufacturer, shall in Manufacturer's sole discretion, become Manufacturer's sole property.
12. **Every 18°F (10°C), or portion thereof, in excess of the Ambient Battery Operating Temperatures guidelines listed above will reduce the warranty by 50%, in accordance with the attached appendix.**

THE 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 DAMAGE 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 limited warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This limited 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 limited warranty. This limited warranty is understood to be the exclusive agreement between 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.

Appendix

Degree F	Degree C	Year Warranty	Month Warranty
86	30.0	5.00	60
87	30.6	4.84	58
88	31.1	4.75	57
89	31.7	4.58	55
90	32.2	4.41	53
91	32.8	4.33	52
92	33.3	4.16	50
93	33.9	4.00	48
94	34.4	3.91	47
95	35.0	3.75	45
96	35.6	3.58	43
97	36.1	3.50	42
98	36.7	3.33	40
99	37.2	3.16	38
100	37.8	3.08	37
101	38.3	2.92	35
102	38.9	2.75	33
103	39.4	2.66	32
104	40.0	2.50	30