



**LIMITED WARRANTY AGREEMENT**  
**CYCLON<sup>®</sup>, Genesis<sup>®</sup> EP and Genesis<sup>®</sup> XE Batteries**

EnerSys Energy Products Inc. ("EnerSys") warrants the CYCLON<sup>®</sup>, Genesis<sup>®</sup> EP and Genesis<sup>®</sup> XE batteries (each a "Battery") against defective materials and workmanship for a period of two (2) full years from the date the Battery was manufactured.

A. 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. If 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;

To make a warranty claim in the event of either A or B above, contact the nearest EnerSys sales representative. 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(ies) will be repaired or replaced, at the option, of EnerSys without charge to the original purchaser ("User") for replacement materials. However, costs of replacement installation including but not limited to equipment, travel expenses of EnerSys representatives, and costs of material transportation expenses shall be borne by the User. The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

\* *Published performance ratings. Initial capacity shall be a minimum of 90 percent of the rated string capacity upon shipment per IEEE-1188.*

(over)

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## EXCLUSIONS AND LIMITATIONS

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1. The original purchaser ("User") shall give freshening charges to the Battery as per EnerSys recommendations which include an OCV audit every six (6) months until final installation. Refer to the current guidelines and/or instructions published by EnerSys for maximum storage intervals and charging.
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 six (6) months, the User must take readings and record information per the current installation/maintenance instructions published by EnerSys. These records must be maintained for warranty claim purposes. Failure to follow the current guidelines and/or instructions published by EnerSys and/or if warranty records are not kept, will invalidate the warranty, at the sole discretion of EnerSys. .
4. Movement of a Battery from the original point of installation shall immediately void this warranty, except with the expressed written consent from EnerSys headquarters in Reading, PA.
5. This warranty shall be void for a Battery shipped or placed in service outside the United States and Canada, except with the expressed written consent from EnerSys headquarters in Reading, PA.
6. This warranty applies to the User and is non-transferrable, except with the expressed written consent from EnerSys headquarters in Reading, PA.
7. This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
8. Repair or attempted repair of the Battery by anyone other than an authorized EnerSys representative shall void this warranty.
9. EnerSys, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice.
10. The acceptance of a Battery shipped to EnerSys shall not be deemed an admission that the Battery so shipped is defective. The Battery shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' sole property.

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