

PRODUCT WARRANTY

LEAD ACID STATIONARY BATTERIES FLOODED LEAD ACID FLOAT SERVICE

PowerSafe® OGi and OPzS

EnerSys Delaware Inc. ("EnerSys") warrants its PowerSafe® OGi and OPzS flooded float service batteries and racks against defective materials and workmanship for the full period as defined in Table A or Table B from the date the battery is placed in service or the full period plus six (6) months from the date of shipment, whichever occurs first.

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 specification 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. 450, "IEEE Recommended Practice for Maintenance, Testing and Replacement of Vented Lead Acid Batteries for Stationary Applications," the properly installed battery string fails to meet the published performance ratings per EnerSys's latest published catalog data at the time of shipment;

OR

C. If the battery, from the date of shipment, fails to meet the performance ratings as stated in tables A and B below based on conditions stipulated in the installation/maintenance instructions.

In the event of either A, B or C above, contact your nearest EnerSys sales representative to request instructions. You will be instructed either a) to return the equipment to an EnerSys factory or service center location, FOB Destination-Freight Prepaid, for examination, or b) to wait until an EnerSys representative arrives at the site to inspect the equipment.

If EnerSys determines the battery or rack is physically or electrically unsound due to defective material or workmanship on the part of EnerSys, the defective unit will be repaired or replaced at the option of EnerSys without charge to the purchaser (user) for replacement materials or repair labor. 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 purchaser (user). The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

TABLE A – FLOAT SERVICE LIFE WARRANTY

Full Warranty		Pro Rata	
Туре	Period	Period	
OGi	3 years	17 years	
OPzS	3 years	17 years	

TABLE B – WARRANTED CYCLE LIFE

Depth of Discharge	Average # of Discharges per Lifetime	
_	OPzS	OGi
80% DoD	1150	900
50% DoD	1800	1250
10% DoD	6750	4650

(Discharge cycles are based on an end voltage of 1.75 Vpc)

BATTERY OPERATING TEMPERATURES

Annual average Any cell temperature not to exceed battery temperature for more than 30 days per year

68°F (20°C) 89°F (32°C)

(over)

Normal battery float/cycle life may be expected only when the battery is operated under the aforementioned cycle/temperature conditions. If operation of the battery is not within these parameters, the battery warranty shall be null and void.

Useful service life is considered to have expired when the battery fails to deliver 80% of its rated string capacity. The rated string capacity is that which is published in EnerSys catalog literature at the time of shipment. The determination of actual capacity shall be made in accordance with the "performance test" guidelines of IEEE Std. 450. If the battery is maintained per the installation/maintenance instructions and other recommendations contained in this document and fails to deliver 80% of its rated string capacity, EnerSys shall credit the purchaser (user) toward the purchase of a new EnerSys battery of equal or greater amp-hour capacity.

The full warranty per Table A and the remainder of designed float service life as pro rata.

Credit (\$)=Original Net Price
$$X\left(1-\frac{\text{Months of Expired Life}}{\text{Months of Warranted Life}}\right)$$

EXCLUSIONS AND LIMITATIONS

- 1. The purchaser (user) shall give freshening charges to the battery a minimum of every three (3) months for Low-Antimony after shipment from the factory and until final installation. Refer to the installation and maintenance instructions for maximum storage intervals.
- 2. At least once every twelve (12) months, purchaser (user) must take readings and record information per EnerSys' installation/maintenance instructions. These records must be maintained for warranty claim purposes. If warranty records are not kept, the warranty shall be null and void.
- 3. This warranty applies only to the original United States and Canada domestic purchaser (user) and is non-transferable internationally, except with the expressed written consent from EnerSys headquarters in Reading, PA.
- 4. 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.
- EnerSys assumes no responsibility for any work accomplished or expenses incurred except with the expressed written consent from EnerSys headquarters in Reading, PA.
- 6. 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.
- 7. Any storage shall be in a dry area having an average ambient temperature of 68°F (20°C), or less, and in accordance with EnerSys published installation/maintenance instructions.
- 8. EnerSys shall not be liable for indirect, incidental or consequential damages arising out of the sale or relating to the use of this product, and the purchaser assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the product. In no event shall the liability of EnerSys for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the product.
- 9. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT OR NEGLIGENCE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

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 REPLACE THE PACK 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 INSTALLATIONEXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBITY FOR ALL PERSONAL INJURY ANDPROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PACK. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE PACK.

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.