



HOPPECKE Batteries, Inc.
Lead Acid Battery Limited Warranty
Grid | Xtreme VR (Valve-Regulated) Pure Lead Series Batteries

HOPPECKE Batteries, Inc. (“**HOPPECKE**”) warrants to the original purchaser (“**Purchaser**”) of HOPPECKE grid Xtreme VR lead acid batteries (the “**Products**”), for the warranty period specified below (the “**Warranty Period**”) that the Products will be free from defective materials and workmanship.

7 Year Warranty from the date of original shipment from HOPPECKE

Any claim by Purchaser for breach of the foregoing limited warranty (each, a “**Claim**”) must be submitted in writing, in the manner specified below, to HOPPECKE within the Warranty Period and without undue delay, but at the latest within 14 days after the Purchaser has become aware or should reasonably have become aware of the Claim. No Claim shall be valid unless HOPPECKE determines that the subject Product has been delivered and assembled in accordance with the HOPPECKE’s delivery and assembly terms for the Product at the time of purchase (the “**Delivery and Assembly Terms**”), and maintained in accordance with HOPPECKE’s instruction manual for the Product at the time of purchase (the “**Instruction Manual**”). Upon installation of a Product, and on a quarterly basis during each year thereafter, Purchaser must complete and maintain records of a Product preventative maintenance report recording serial numbers, battery float voltages, surface temperatures, battery connection resistance/conductance, ambient temperature and other measurements set forth in the Instruction Manual. The aforementioned report must be submitted to HOPPECKE together with any Claim.

A Product will not be considered defective unless it fails to deliver 80% of its published rated capacity in a test that is performed according to IEEE 1188 during the Warranty Period. In the case of a Product consisting of several battery cells or battery blocks connected together, the nominal capacity of the entire battery string and not of the individual battery cells or battery blocks will be determinative.

In the event that HOPPECKE determines in its sole discretion that a Claim meets the foregoing requirements, HOPPECKE will, in its sole discretion, do one of the following: (a) repair the defective Product parts at its expense, (b) provide a replacement Product having a capacity greater or equal than the published rated capacity of the returned Product or (c) issue Purchaser a credit equal to the Product purchase price, which can be used toward the purchase of another HOPPECKE product. Purchaser records cannot be used as a substitute for satisfying the testing requirement described above. Purchaser shall be responsible for providing HOPPECKE with access to its premises and relevant documentation for the purpose of determining whether a Claim is valid. No Product may be returned to HOPPECKE without HOPPECKE first issuing a written Return Material Authorization. The Purchaser is responsible for: (i) the costs of returning defective Products to HOPPECKE as well as costs of returning repaired or replaced Product to the Purchaser, (ii) correct packaging of returned Products, and (iii) risk of loss during shipment of returned Products to HOPPECKE and of repaired and replaced Product returned to the Purchaser. Upon return to HOPPECKE, any defective Product will become the property of HOPPECKE. Any repaired or replacement Product shall be warranted for the remaining unused portion of the original Warranty Period of the replaced Product.

This Limited Warranty is non-transferable and does not apply to rental Products.

The Limited Warranty only covers the battery cells and battery blocks of the Product. All other components of the Product, including, without limitation, battery racks, cabinets and trays, are excluded from this Limited Warranty.

The Limited Warranty does not apply to any warranty claim resulting from a breach of the following:

1. Each Product must be operated in float charge mode and must not be used in cycle application. The maximum number of discharge cycles is limited to 4 per year.
2. Each Product must be the proper size, design and capacity for its intended application.



3. Each Product must be handled, stored, installed, charged, discharged, serviced and maintained in accordance with the Delivery and Assembly Terms and Instruction Manual. Installation and commissioning must be executed or supervised by HOPPECKE or a HOPPECKE authorized installer.
4. The Limited Warranty is void if the Product is subject to misuse or physical damage or if the Product becomes unserviceable due to fire, wreckage, freezing or any act of God or other event outside the control of HOPPECKE.
5. The Limited Warranty is void if the Product is modified or additions or accessories other than the same HOPPECKE Products are used without the prior written consent of HOPPECKE.

Additionally, the average yearly ambient temperature, in the area in which the Product is used, may not exceed 77°F (25°C) and the installation area is temperature controlled. In the event such the average ambient temperature exceeds 77°F (25°C), the Warranty Period shall be proportionally reduced by 50% for every 18°F (10°C) increase.

TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF HOPPECKE, ITS DISTRIBUTORS, RESELLERS, AGENTS AND REPRESENTATIVES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. HOPPECKE'S LIABILITY TO PURCHASER WITH RESPECT TO A PRODUCT AND ANY PARTY FROM WHICH PURCHASER PURCHASED A PRODUCT, DIRECTLY OR INDIRECTLY, IS LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY SET FORTH HEREIN, EXCEPT TO THE EXTENT PRECLUDED BY APPLICABLE LAW. IN NO EVENT SHALL HOPPECKE'S LIABILITY TO PURCHASER AND ANY PARTY FROM WHICH PURCHASER PURCHASED A PRODUCT, DIRECTLY OR INDIRECTLY, EXCEED THE AMOUNT PAID BY SUCH PERSON OR ENTITY FOR THE PRODUCT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL HOPPECKE HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT OR THE MARKETING, SALE, STORAGE, OPERATION, MAINTENANCE OR USE THEREOF, WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY OF RECOVERY. SOME STATES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE

These limited warranties are governed by the laws of the State of New Jersey. Any warranty claim, or other dispute arising out of or related to this limited warranty or the Products, shall be brought exclusively in the state or federal courts located in the State of New Jersey, the exclusive jurisdiction of which Purchaser and any party from which Purchaser purchased the Product, directly or indirectly, irrevocably consent to for this purpose. Purchaser and any such party hereby waive any objection to the venue of such courts, including on grounds of *forum non conveniens*.

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