



HOPPECKE FNC & FNCVR

FIBER NICKEL CADMIUM BATTERIES

TWENTY FIVE - YEAR LIMITED WARRANTY AND PRO RATA ADJUSTMENT FOR BATTERIES USED IN FULL FLOAT SERVICE AND RAIL SERVICE WITH LIMITED CYCLING

WARRANTY: HOPPECKE guarantees to the original user that all HOPPECKE batteries will be free from defects in material and workmanship for three (3) years after date of shipment from HOPPECKE. User should promptly report any alleged defects in writing to HOPPECKE, and permit examination by its representative. All batteries claimed to be defective must be returned to a HOPPECKE facility for the final evaluation. If HOPPECKE finds that batteries are defective as a result of material or workmanship, HOPPECKE may either repair the batteries or provide a replacement, F.O.B its factory, without charge, except transportation charges.

WARRANTY ADJUSTMENT AGREEMENT: In addition, HOPPECKE warrants to the original user that HOPPECKE batteries used in float service will furnish at least 70 percent of their original rated capacity for a total of twenty-five (25) years (three years full guarantee and 22 years pro rata) after date of shipment from HOPPECKE, provided that the user establishes to HOPPECKE's satisfaction that:

1. The batteries are handles, stored and installed in accordance with HOPPECKE's published instructions furnished with the batteries.
2. The batteries are operated in conjunction with a full float, voltage regulated charger and otherwise installed, used and maintained in accordance with HOPPECKE's published instructions furnished with the batteries.
3. The average yearly ambient temperature in the area of use in any year is established not to exceed 40 degrees C. User shall maintain complete records regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records by HOPPECKE, and permit examination of the batteries by its representatives.



If HOPPECKE finds that the batteries have not satisfied this pro-rata warranty, HOPPECKE agrees to repair or replace the batteries, F.O.B. its factory on a pro-rata basis with the user allowed credit based upon original purchase price and the portion of the warranty term remaining to be applied towards the purchase of a replacement battery according to the following formula:

$$\text{Credit} = \text{Original Purchase Price} \times \left(1 - \frac{\text{Years since date of end of 3 yr warranty}}{22}\right)$$

THE ABOVE-STATED TWO-YEAR GUARANTEE AND THE TWENTY THREE YEAR PRO RATA WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. IN NO EVENT SHALL HOPPECKE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGES, AND EXCEPT AS STATED HEREIN, THE SELLER SHALL NOT BE LIABLE FOR ANY DEFECTS IN, OR BREACH OF ANY CONTRACT RELATING TO THE QUALITY OF PERFORMANCE OF, THE ABOVE EQUIPMENT UNDER ANY THEORY OF LAW.

This guarantee and warranty applies only to the original user and does not apply to products which must be repaired or replaced due to misuse, negligence, accident, or to products which have been repaired or altered outside of Seller's factory or one of its authorized service locations, unless authorized in writing by an officer of Seller. All travel expenses will be born by the user.

RETURNED MATERIALS

Returned materials will not be accepted without a Return Material Authorization issued by Seller in writing. Customer is responsible for costs of returning batteries, for secure packaging of batteries to provide best possible assurance against damage in shipment, and for any damage in shipment. All batteries must be returned to a HOPPECKE facility for final evaluation before warranty can be honored.

BY: _____
BATTERY TYPE: _____
REFERENCED TO: _____
DATE: _____

