

C&D TECHNOLOGIES, INC.

POWERCOM DIVISION

TEN-YEAR LIMITED WARRANTY AND PRO RATA ADJUSTMENT FOR LIBERTY SERIES 1000® BATTERIES USED IN FULL FLOAT SERVICE* IN THE U.S.A. AND CANADA (INCLUDING "J" OPTION)

WARRANTY DOES NOT APPLY TO BATTERIES USED IN CYCLE SERVICE

WARRANTY: Liberty Series 1000 batteries manufactured by C&D TECHNOLOGIES, INC. are warranted against defective materials and workmanship for a period of two years from date of shipment, when operated at 77F (25C). As the sole and exclusive remedy in discharge of the Warranty, C&D TECHNOLOGIES, INC. agrees to repair or replace, at its option, any cells or parts of the battery assembly which do not meet C&D TECHNOLOGIES, INC. specifications for new materials or workmanship, provided the User gives C&D TECHNOLOGIES, INC. prompt notice of such alleged defects and further provided User, if requested by C&D TECHNOLOGIES, INC., returns allegedly defective goods to C&D TECHNOLOGIES, INC., F.O.B. C&D TECHNOLOGIES, INC. destination, freight prepaid and allowed, for evaluation. The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

WARRANTY ADJUSTMENT AGREEMENT: In addition, for a period of 120 months from date of shipment, C&D TECHNOLOGIES, INC. warrants the batteries, when installed and operated in full float service at 77F (25C) and in accordance with C&D TECHNOLOGIES, INC. Liberty Series 1000 Valve-Regulated (sealed) Lead-Acid Batteries Installation and Operating Instructions, RS-990 ("Instructions"), as may be amended from time to time, as follows, if battery fails to deliver 80 percent of its published rated capacity in ampere-hours when tested under C&D TECHNOLOGIES, INC. supervision, prior to 120 months from date of shipment, C&D TECHNOLOGIES, INC., at its option, will either (a) repair battery at C&D TECHNOLOGIES, INC. expense, F.O.B. C&D TECHNOLOGIES, INC. destination, freight prepaid and allowed, to deliver in excess of 80 percent of its published rated capacity or (b) credit User against the purchase of another C&D TECHNOLOGIES, INC. battery of equal or greater capacity in an amount equal in dollars to the net purchase price received by C&D TECHNOLOGIES, INC. for the original battery, multiplied by the months of unexpired warranted life, divided by 120, in exchange for the unserviceable battery, exclusive of freight.

This Limited Warranty is subject to the following terms and conditions:

1. User shall install and maintain each battery in accordance with the Instructions. Battery must be installed in the C&D TECHNOLOGIES, INC. enclosure designed specifically for Liberty Series 1000 batteries.
2. User shall give a freshening charge to all cells every six months when stored at 77F (25C) or every three months if stored or exposed for more than one week to temperatures in excess of 92F (33.3C). Final installation must be completed within 12 months from date of shipment.

3. The life of a battery is affected by operating temperature, and the warranty is adjusted in accordance with the operating temperature as follows:

OPERATING TEMPERATURE	FULL WARRANTY (YRS)	PRO RATA WARRANTY (YRS)
77F (25.0C)	2 Years	8 Years
92F (33.3C)	1 Year	4 Years
110F (43.3C)	0.5 Year	2 Years
120F (48.8C)	0.5 Year	1 Year

CHARGE VOLTAGE—TABLE A

BATTERY TEMPERATURE	FLOAT VOLTAGE (Vpc)	INITIAL/EQUALIZE (Vpc)	MIN. ACCEPTABLE (Vpc)
77F (25C)	2.25 - 2.27	2.31 - 2.35	2.20
92F (33.3C)	2.23 - 2.25	2.29 - 2.33	2.18
Batteries with steel jacket "J" option only			
110F (43.3C)	2.19 - 2.21	2.25 - 2.29	2.16
120F (48.8C)	2.16 - 2.18	2.22 - 2.26	2.15

Note: AC ripple from charger shall not exceed five percent rms or seven percent peak-to-peak of the dc current.

*Full float service is defined as a battery supplied with a constant potential charge that maintains the battery at full charge. The battery is intended to supply back-up power for a limited number of discharge cycles. However, it is anticipated that up to one 30-second transfer test each month and one annual capacity discharge may be performed throughout the life of the battery.

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4. User shall locate cells in such a manner that no cell in string will differ more than 5F (2.78C) between the lowest and highest individual cell temperature when floating at recommended float voltages shown in Table A. Cells shall not be installed near radiators, steam pipes, or direct sunlight, or in any location where cells may be subject to uneven heating.
5. User shall utilize automatic constant voltage charging equipment of a type approved by C&D TECHNOLOGIES, INC. and with ac ripple in accordance with the notes in Item 3, above. Charge rate shall be limited to a maximum of 30 amperes per 100 ampere-hours of battery size. User shall not employ trickle charging.
6. User shall not permit any cell to operate below the minimum acceptable volts per cell without giving the string (or cell) an equalizing charge with both voltages in accordance with Table A.
7. Battery shall not be subjected to misuse, abuse or physical damage.
8. C&D TECHNOLOGIES, INC. representatives shall be given access to any goods subject to this Limited Warranty for purposes of inspection at reasonable hours and intervals.
9. C&D TECHNOLOGIES, INC., shall not be obligated to do any installation work in connection with the furnishings of new cells or repair parts, and undertakes no responsibility for work done or expense incurred.
10. At least once a year, User shall complete an inspection report recording cell float voltages, surface temperatures and connection resistances, and forward the report to the technical service department, C&D TECHNOLOGIES, INC., 1400 Union Meeting Road, Blue Bell, PA 19422-0858.
11. User shall not continue use of battery after discovery of a defect.
12. Battery will be considered at end of its useful life when it fails to deliver 80 percent of its published rated capacity when tested under C&D TECHNOLOGIES, INC. supervision and in accordance with IEEE 1188-1996, "Recommended Practice for Maintenance, Testing, and Replacement of Valve Regulated Batteries for Stationary Applications."

This warranty does not apply to batteries used in cycle service, vehicular starting, lighting, ignition, load leveling, operation in portable tools and appliances, or excessive testing of the system.

The foregoing is the sole and exclusive remedy in discharge of this warranty. C&D TECHNOLOGIES, INC. liability for damages, whether based upon alleged negligence, breach of warranty, breach of contract, or otherwise, shall in no event exceed the purchase price of the specific item with respect to which such damages are claimed. Costs of replacement, installation, travel expenses of a C&D TECHNOLOGIES, INC. representative, and material freight expenses will be the responsibility of the User.

LIMITATIONS: This Limited Warranty Agreement extends only to original purchaser (User) and is non-transferable. Except as authorized in writing, this warranty does not cover any equipment that has been altered by any party other than C&D TECHNOLOGIES, INC. User shall indemnify and save C&D TECHNOLOGIES, INC. harmless from any claims and liabilities arising out of the use, maintenance, transportation, or installation of any equipment warranted hereunder. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. C&D TECHNOLOGIES, INC. MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL C&D TECHNOLOGIES, INC. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

WARNING

At all times, safety must be considered an important factor in the installation, servicing and operation of the product, and skilled, qualified technical assistance always should be utilized.