



E-SERIES

Flooded MCX/NCN/NXT/PDQ/HCT/H1T

FLOODED MCX/NCN/NXT/PDQ/HCT/H1T LEAD ANTIMONY AND LEAD CALCIUM STATIONARY BATTERIES WARRANTY

LIMITED WARRANTY: Stryten Energy warrants to the original user (“User”) that a Stryten Energy FLOODED stationary battery, when used within the United States or Canada in float service (a “Covered Battery”), will be free from defects in material or workmanship for either eighteen (18) months after date of shipment or one (1) year after date of installation, whichever is less (the “Limited Warranty Period”). If a Covered Battery fails to perform due to defects in materials or workmanship during the Limited Warranty Period, Stryten Energy will, at its option, repair or replace the battery at Stryten Energy’s expense (parts and labor). User will be responsible for any freight charges, F.O.B. Stryten Energy’s facilities. The repaired or replaced battery will be covered under this Limited Warranty for the remainder of the Limited Warranty Period on the original Covered Battery. The original battery will become the property of Stryten Energy.

TWENTY YEAR LIMITED PRO-RATA WARRANTY: Stryten Energy also warrants to the User that a Covered Battery will furnish not less than 80% of its rated capacity for twenty (20) years after date of shipment, provided that the following conditions are satisfied:

1. The batteries are handled, stored and installed in accordance with Stryten Energy’s published instructions furnished with the Covered Battery.
2. The batteries are operated in conjunction with a full float, voltage regulated charger and otherwise used and maintained in accordance with Stryten Energy’s published instructions furnished with the Covered Battery.
3. The average monthly ambient temperature in the area of use in any twelve (12) month period is established not to exceed 80°F (27 °C).
4. User shall maintain complete records on site regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records by Stryten Energy. User shall also promptly report any alleged defects to Stryten Energy, and permit examination of the Covered Battery by Stryten Energy service personnel.

If a Covered Battery fails to perform as warranted during the Limited Pro-Rata Warranty, Stryten Energy will either (a) repair the battery to perform as warranted or (b) accept return of the battery and credit the User a pro-rated amount against the purchase of a replacement Stryten Energy FLOODED stationary battery of equal or greater capacity. If the battery is repaired, the User will be responsible for all expenses (parts and labor) to the extent such expenses exceed the pro-rated credit. The pro-rated credit is determined by multiplying the net purchase price of the original battery by a fraction, the denominator being 240 (20 years times 12 months) and the numerator being the number of whole months remaining in the pro-rata warranty period.

The User shall, in the event of a claim hereunder, immediately notify the Stryten Energy sales representative from whom the battery was purchased and, as directed, return the battery to a Stryten Energy-designated and authorized service center. In no event shall User return batteries to Stryten Energy’s factory without Stryten Energy’s prior authorization. All transportation and other handling charges incurred in connection with shipment of the battery to the service center and the return shipment of the repaired battery or its replacement are the sole responsibility of the User. The User releases to Stryten Energy all title and interest with respect to the Covered Battery when Stryten Energy provides either a replacement battery or a pro-rated credit in accordance this Agreement.

LIMITATIONS ON WARRANTY: THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty may not be assigned or transferred by the User and sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of a Covered Battery. In no event shall Stryten Energy be liable for consequential or incidental losses or damages under any theory of liability, except to the extent that this limitation is found to be unenforceable under applicable state law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary.

STRYTEN ENERGY

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