



Limited Warranty Covering: VR Solar® Nano Carbon Series Used in Limited Cycle Service for Renewable Energy and PSoC Applications

Limited Warranty

C&D Technologies, Inc. ("C&D"), conditionally warrants to the original purchaser (the "Buyer") of VR Solar® Nano Carbon Series Batteries used in renewable energy and PSoC applications (the "Product") that the Product, as delivered, is free from defects in material, workmanship and title, and when installed in accordance with C&D's instructions, as may be amended from time to time by C&D, and operated in limited cycle service (i.e., 1 cycle discharge/recharge within a 24-hour period to the maximum allowable daily depth-of-discharge rating as specified in Table 2) or in the PSoC operation range listed in Table 3 in accordance with C&D's directions, as may also be amended from time to time by C&D, the Product, during the Warranty Period (as defined herein), will operate in conformance with C&D's published or designated specifications for the Product ("the Specifications"). Including, but not limited to Charge Voltage and Charge Current limitations and the requirement of 100%SoC Charge Equalization at least once every 3 months, but not to exceed once per week. Provided, however, that a Product shall not be considered defective, and no breach of this Limited Warranty shall be deemed to have occurred if the Product delivers at least sixty percent (60%) of its rated capacity during the Warranty Period. In addition, commencing on the date of shipment, should the Buyer discover and report to C&D any defects or nonconformities in the Product within the period indicated in Table 1 as the "Full Replacement Period", C&D, upon receipt from Buyer of the alleged defective Product FOB C&D factory and following confirmation of Buyer's claim, will remedy such defect or nonconformity, at its sole option, either by: (1) repairing or replacing any defective or nonconforming part of the Products or (2) issuing the Buyer a merchandise credit in the amount of the original net purchase price of the Product from C&D. Following expiration of the Full Replacement Period, should the Buyer discover and report to C&D any defects or nonconformities in the Product within the period indicated in Table 1 as the "Pro-Rated Warranty Period", C&D, upon receipt from Buyer of the alleged defective Product FOB C&D factory and following confirmation of Buyer's claim, shall issue to Buyer a pro-rated merchandise credit based on the original net purchase price of the Product from C&D and the then remaining balance of the Warranty Period. For purposes of this Limited

Warranty the term "Warranty Period" shall be defined as the total number of years included in the Full Replacement Period and the Pro-Rated Warranty Period. Any replacement batteries provided by C&D hereunder shall be warranted only for the balance of the Warranty Period applicable to the replaced Product.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE PRODUCTS. C&D HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY PERIOD

TABLE 1

Battery Type	Full Replacement Period (months)	Pro-Rated Warranty Period (months)
VR Solar® Nano Carbon Series	36	0

TABLE 2

Battery Type	Maximum Allowable Daily Depth-Of-Discharge
VR Solar® Nano carbon Series	40%

Table 3

Battery Type	State of Charge for PSoC operation
VR Solar® Nano Carbon Series	80 to 40%SoC

Additional Warranty Conditions

This Limited Warranty is subject to the following additional conditions and limitations:

1. This Limited Warranty applies solely to the Products when used in renewable energy applications for standby or limited cycling service.
2. This Limited Warranty applies solely to Products installed and operated in the United States, Canada or other country, which is approved by C&D in writing.
3. This Limited Warranty shall be void with respect to any Product, which is not charged, discharged, stored, used, maintained and serviced in accordance with all applicable operating instructions.
4. This Limited Warranty shall be void with respect to any Product which has undergone any unauthorized repairs or modifications or which C&D determines has been misused, abused, neglected or physically damaged by Buyer or a third party.
5. This Limited Warranty may be voided by C&D if the Product is installed, operated or used in any configuration which causes the temperature variation across the lowest and highest cell temperatures in any single string of cells to vary more than 5°F (2.78°C) when such cells are floating at the recommended float voltages. Cells shall not be installed near radiators, steam pipes, direct sunlight, or in any location where cells may be subject to uneven heating.
6. Because the life and performance of the Product is affected by operating temperature, each Buyer must maintain documentation verifying that the Product has, at all times, been installed and operated in a temperature-controlled environment within the range provided in this Limited Warranty. This Limited Warranty may be voided by C&D at any time if Buyer can not, upon request by C&D, produce all data and reports which are specified in the Operating Manual or any other documentation for the Product as information which the Buyer is required to maintain.
7. This Limited Warranty shall be void with respect to any Product, which has not been installed or given a freshening charge within a specified amount of time as stated in either; a) the Product Operating Manual or b) any other documentation published by C&D. Each Buyer shall be required to maintain and produce upon request documentation verifying that the Product has received freshening charges as provided in this Limited Warranty. C&D may deny any claim hereunder if such documentation is not promptly provided to it upon request.
8. This Limited Warranty may be voided by C&D at any time if Buyer has not promptly notified C&D of the alleged defects, nonconformity, or refuses to cooperate with C&D by making the Product available for assessment and/or repair by C&D.
9. This Limited Warranty shall be void if any other battery make or model, other than the same model of the Product is installed in the same battery string as the Product.
10. Buyer shall be solely responsible for any required on-site installation, de-installation or testing work in connection with the changing out of a defective Product or part including, without limitation, all labor out-bound freight and incidental costs and charges.
11. Buyer agrees that title to any defective or nonconforming Products (or parts thereof) that are repaired, replaced or credited by C&D hereunder shall automatically pass to C&D Technologies, Inc. upon replacement by or return to C&D. Buyer must request and receive from C&D a Return Material Authorization (RMA) for any Product believed to be defective or nonconforming prior to returning such Product to C&D.
12. This Limited Warranty shall be enforceable only by Buyer and is neither transferable nor assignable by Buyer without the express written permission of C&D.
13. This Limited Warranty sets forth the exclusive remedies of Buyer for all claims based on a defect in or nonconformity of the Product or other breach of this Limited Warranty whether such claims, however instituted, are based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

C&D'S LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY IS LIMITED AS SET FORTH HEREIN. IN NO EVENT SHALL C&D'S LIABILITY FOR DAMAGES ASSOCIATED WITH THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EXCEED THE AMOUNT THAT C&D HAS BEEN PAID FOR SUCH PRODUCT AND UNDER NO CIRCUMSTANCES SHALL C&D BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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.