



LIMITED WARRANTY AGREEMENT FOR MOTIVE POWER BATTERY CHARGERS

Effective on chargers with a date code of January 1, 2019 or after, EnerSys Delaware Inc. ("EnerSys") warrants its Motive Power battery chargers, listed in the table below, to be free from defects in workmanship and materials for the Warranty Period defined in the table below, which begins from the date of shipment from EnerSys. If defects in workmanship or materials are found within the Warranty Period, EnerSys, in its sole discretion, will determine whether to repair or replace the Charger or its parts at no charge. Any part or product replaced becomes EnerSys' property. EnerSys reserves the right to replace a discontinued product with an equivalent current generation product. When a no-charge replacement Charger is issued within the Warranty Period, the replacement Charger's warranty will not exceed the Warranty Period remaining from the original Charger. Chargers shipped outside of the contiguous United States and Canada have a warranty of twelve (12) months parts and labor. This warranty applies to the original purchaser ("User") of the Charger and is nontransferable. Freight and travel are the responsibility of the User, F.O.B. the nearest EnerSys facility.

Charger Model	Warranty Period
IMPAQ EI1 and EI3	36 Months
NexSys+ NIP1 and NIP3	36 Months
Express	36 Months
DX1 On-Board	24 Months
Groundhog GH3	12 Months

This warranty is subject to the following terms and limitations:

- (1) Repair or attempted repair by anyone other than EnerSys or an authorized EnerSys representative shall void this warranty.
- (2) The charger must be sized properly to perform the originally intended duty cycle. This warranty is void if a duty cycle is performed in excess of the original duty cycle.
- (3) The warranty does not apply to damage caused by failure to follow EnerSys service instructions. If someone other than an authorized EnerSys representative changes AC input voltage configuration, EnerSys will not be responsible for any damage to the charger, any component or any other equipment.
- (4) Parts subject to overload or careless handling are not covered by this warranty.
- (5) The replacement of expendable items, such as fuses, connectors and switches, are not covered by this warranty.
- (6) This warranty is void if the charger or any of its parts is subjected to misuse, physical damage or abuse, other than normal wear and tear.
- (7) This warranty does not apply to charger damage caused by improper use, exposure to acid, exposure to extremes in temperature, faulty wiring and/or fusing, neglect, misuse, exposure to chemical fumes or metallic dust, air inlet or outlet restrictions or charging rates that have been adjusted incorrectly or not as recommended by EnerSys.
- (8) EnerSys authorized representatives shall have access to the Charger at reasonable hours and intervals for purposes of inspection.
- (9) EnerSys, in its sole discretion, may require proof of purchase consisting of a copy of the original invoice and proof of conformance with these terms and limitations.
- (10) The acceptance of a shipment of a charger shall not be deemed an admission that the charger shipped is defective. The Charger shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' sole property.

THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE CHARGER AT ENERSYS' SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE CHARGER. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE CHARGER.

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.

