



WARRANTY AGREEMENT FOR ELECTRIC INDUSTRIAL TRUCKS AND TRACTORS

EnerSys Delaware Inc. ("EnerSys") warrants its flooded lead acid EnerSys Ironclad® battery types ("Battery") to be free of defects in workmanship and materials for a period of sixty (60) months from the date of shipment when charged with a charger that meets the terms of this agreement ("Charger") In addition, the Battery is warranted to deliver eighty percent (80%) of its rated capacity at the 6-hour rate for a period of seventy-two (72) months ("Warranty Period") when tested under EnerSys' supervision. If the battery fails to deliver 80% of its rated capacity at the 6-hour rate after sixty (60) months, EnerSys will credit the User an amount equal in dollars to the purchase price of the original battery multiplied by the months of unexpired life divided by seventy-two (72). Credit will be issued against the purchase of another EnerSys battery of equal or greater KWH capacity. Where a Battery is not placed into service immediately, the Warranty Period will commence when the Battery is placed into service, but no more than thirty (30) days after shipment.

If defects in workmanship or materials are found within the Warranty Period, or the battery fails to deliver 80% of its rated capacity at the six (6) hour rate in the first sixty (60) months, EnerSys, in its sole discretion, will determine whether to repair or replace the Battery or its parts at no charge. When a no-charge replacement Battery is issued within the Warranty Period, the replacement Battery's warranty will not exceed the Warranty Period remaining from the original Battery. Parts and labor for Batteries shipped outside of the contiguous United States and Canada have a warranty period of one (1) year. This warranty applies to the original purchaser ("User") of the Battery and is nontransferable. Freight and travel are the responsibility of the User, F.O.B. the nearest authorized EnerSys facility.

Battery types E55L, E75L, and cells used in EnerSys PowerPacks are warranted to be free of defects in workmanship and materials for a period of thirty-six (36) months from date of shipment. In addition, these battery types are warranted for a minimum of thirty-six (36) months from date of shipment to deliver 80% of their rated capacity when tested under EnerSys' supervision. Where a battery is not placed into service immediately, the warranty period will commence when the battery is placed into service, but no more than thirty (30) days after shipment.

These warranties are subject to the following terms and limitations:

- (1) Repair or attempted repair by anyone other than an authorized EnerSys representative shall void this warranty.
- (2) The Battery identified above must be sized properly to perform the originally intended duty cycle. The Battery must not be required to perform a duty cycle in excess of the originally intended duty cycle.
- (3) The Battery must be charged, installed and maintained in accordance with EnerSys' current published Operating and Maintenance Instruction (Catalog Section 28.00). Failure to do so will invalidate the warranty, at the sole discretion of EnerSys.
- (4) Battery temperature shall not exceed 125° F, nor drop below 32° F.
- (5) Use of each Battery must be limited to one charge and discharge (cycle) per 24-hour day, and no more than 300 cycles per calendar year.
- (6) Battery must be recharged on a properly sized EnerSys charger or other charger that meets the minimal standard of the Battery Council International standards for industrial truck chargers. The charger must demonstrate the ability to recharge the Battery to its nameplate specific gravity.
- (7) This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
- (8) EnerSys authorized representatives shall have access to the Battery at reasonable hours and intervals for purposes of inspection.
- (9) EnerSys, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice and proof of conformance with these terms and limitations.
- (10) The acceptance of a Battery shipped to EnerSys shall not be deemed an admission that the Battery so shipped is defective. The Battery 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 BATTERY 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 BATTERY. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.

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.



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