



EFFECTIVE DATE: JANUARY 1, 2016

## Industrial Battery Limited Warranty Agreement for Dealers

ENERKRON Group, Inc. (referred to as "ENERKRON") warrants their industrial batteries against defects in materials and workmanship for a period of five (5) years from the date of invoice for batteries containing nine (9) or more plates, and for a period of three (3) years for batteries containing five (5) to seven (7) plates (see below additional terms and conditions number 12).

Warranty Credit given for the replacement of either defective cell(s) or assembled batteries shall be prorated based upon their original purchase price ("Original Purchase Price" does not include freight charges or any other expenses), the length of the warranty, and the time remaining on the warranty. ENERKRON shall determine credit amount according to the following prorated formula: Original purchase price multiplied by the number of unexpired months remaining (on the warranty) divided by sixty months (60), for those batteries containing 9 or more plates, and divided by thirty six months (36), for those batteries containing five (5) to seven (7) plates. Any and all replacement parts, cells, batteries, shall be shipped per terms "FOB" ENERKRON's warehouse.

During the warranty period if a battery fails to supply 80% of the six (6) hour rated capacity, when tested under supervision and according to BCI Standards, ENERKRON, at its discretion, shall provide either one of the following two options: Option One (1) : Parts Replacement (including individual cells), and Option Two (2): Battery Replacement.

In reference to the above "Option One" (1) (Parts Replacement): There will be part(s) replacement only. Replacement parts shall never exceed the remaining prorated value (see above paragraph two (2) "Prorated Formula"), and shall only be warranted for the remainder of the unused (unexpired) portion of the original warranty period of the replaced battery. In reference to the above "Option Two (2) (Battery Replacement): Any prorated credit will be applied towards the purchase of either a replacement battery(s) or other ENERKRON Product(s), only. The replacement battery, or eligible ENERKRON product, not including replacement parts (see above paragraph three (3)), would be sold with a new warranty(s), as applicable, as per the stated warranty period(s) set forth in paragraph one (1). Any remaining surplus credit balance could then be applied towards the purchase of other ENERKRON product(s).

### Additional Terms and Conditions:

1. The Dealer (buyer) and ENERKRON Group, Inc. shall mutually agree that each battery is of the proper size, design, and capacity to perform the duty cycle at the time of sale and that the battery must not be required to perform a duty cycle greater than this agreed value during the warranty period.
2. Batteries are to be limited to one cycle charge and discharge within a twenty-four (24) hour day of no more than 80% of the rated capacity, and no more than 300 cycles per calendar year.
3. Each battery is to be charged on an approved and properly sized charger that meets or exceeds the latest BCI Standards, for industrial truck chargers. Chargers are required to have the proper capacity rating, voltages and charging start and finish rates to completely recharge the battery to specified specific gravity before subsequent discharge. Recharging must occur during the twenty-four hour, per Note 2 above.
4. Maintenance and cycle records shall be kept in accordance to manufacturer's guidelines. Such records must be submitted to ENERKRON Group, Inc. at the time of the warranty claim in order to qualify for protection under the warranty requirements.
5. Sufficient electrolyte levels must be maintained in each cell at all times by the addition of approved purified water. The addition of acid or other additives voids this warranty.
6. This warranty is void should average electrolyte temperatures be in excess of 115° F, or below 50° F.
7. This warranty is void should it be determined that any battery(s) has been modified, abused, misused, or damaged by anything other than by normal use.
8. This warranty is void should repairs be performed by anyone other than ENERKRON Group, Inc., or one of its authorized dealer.
9. This warranty applies to the original owner only and is non-transferrable.
10. This warranty is not applicable and void for batteries used in heavy-duty applications such as, but not limited to, mill, foundry, and forging operations.
11. Dealer has the sole responsibility to provide all services to its customers; ENERKRON takes no responsibility if the dealer cannot perform the services that they had agreed to with their customer(s).
12. ENERKRON reserves the right to modify the terms of this warranty regarding batteries with 5 – 7 plates, and shall note stated modification on our invoice. This modification shall be considered accepted/agreed to by the buyer as a condition of purchase.
13. ENERKRON reserves the right to inspect any claimed battery(s) at our discretion as part of the terms of this agreement.

THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. ENERKRON ASSUMES NO LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHETHER INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, FROM THE POSSESSION OR THE USE OF THE BATTERY(S). NO CLAIM SHALL EVER EXCEED THE PURCHASE PRICE OF THE BATTERY(S).

Dealer's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

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