



LIMITED WARRANTY AGREEMENT COVERING NEXSYS® BATTERY PACKS FOR SMALL TRACTION APPLICATIONS

EnerSys Delaware Inc. ("EnerSys") warrants the NexSys® battery delivered in assembled strings ("Pack") to be free of defects in workmanship and materials for a period of twenty-four (24) months when charged with a NexSys charger. In addition, when a Wi-iQ® monitoring device is installed on the Pack prior to being placed into service, the Pack is warranted to deliver 80% of the rated ampere-hour (Ah) capacity at the 6-hour rate when tested under EnerSys supervision for either (a) thirty-six (36) months from the date of shipment or (b) for the measured Lifetime Cumulative Ampere Hours ("LCAH") discharged as measured by the Wi-iQ, whichever occurs first ("Warranty Period"). LCAH is calculated by multiplying eighty percent (80%) of the Pack's rated 6-hour ampere hours (Ah) capacity by 900. If the Pack fails to deliver 80% of its rated capacity at the 6-hour rate after twenty-four (24) months under the above conditions, EnerSys will credit the original purchaser ("User") an amount equal in dollars to the purchase price of the original Pack multiplied by the months of unexpired life divided by thirty-six (36). Credit will be issued against the purchase of another EnerSys Pack of equal or greater KWh capacity. Where a Pack is not placed into service immediately, the Warranty Period will commence when the Pack is placed into service, but no more than thirty (30) days after shipment.

If defects in workmanship or materials are found within the initial twenty-four (24) months of the Warranty Period, or the Pack fails to deliver 80% of its rated capacity at the six (6) hour rate in the first twenty-four (24) months, EnerSys, in its sole discretion, will determine whether to repair or replace the Pack or its parts at no charge. When a no-charge replacement Pack is issued within the Warranty Period, the replacement Pack's warranty will not exceed the Warranty Period remaining from the original Pack. Parts and labor for Packs shipped outside of the contiguous United States and Canada have a warranty of one (1) year. This warranty applies to the original purchaser ("User") of the Pack and is nontransferable. Freight and travel are the responsibility of the User, F.O.B. the nearest authorized EnerSys facility.

This warranty is subject to the following terms and limitations:

- (1) Repair by anyone other than an authorized EnerSys representative shall void this warranty.
- (2) The Pack must be sized properly to perform the duty cycle originally intended, and the Pack must not be required to perform a duty cycle in excess of the originally intended one.
- (3) The Pack must be charged and maintained in accordance with EnerSys current published Operating and Maintenance Instructions for NexSys Batteries Section 25.10 (hereinafter "Section 25.10"). Failure to follow the current EnerSys published guidelines and/or instructions may invalidate the battery warranty, at the sole discretion of EnerSys.
- (4) The ambient temperature range of use for the Pack is between 50° F and 113° F, any use outside of this range must be approved by an EnerSys representative.
- (5) Pack must be recharged on a properly sized NexSys charger and the charge rate must fall within the recommended specification as per Section 25.10. Any deviation to the charge rate restriction must be approved in writing by EnerSys.
- (6) This warranty is invalid if the battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
- (7) Daily depth of discharge must be limited to 80% (as shown in Section 25.10).
- (8) The twenty four (24) month pro-rata portion of the Warranty Period is void if the Wi-iQ is subjected to misuse, physical damage or abuse other than normal wear and tear and is unable to record and maintain data required by this warranty.
- (9) EnerSys authorized representatives shall have access to the battery at reasonable hours and intervals for purposes of inspection.
- (10) EnerSys, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice.
- (11) 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 REPLACE THE BATTERY 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 PACK. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE PACK.

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.

