



# Five (5) Year Industrial Battery Warranty

## Lithium Battery Pack w/Built-In Charger



### WARRANTY – Lithium Battery Pack w/ Built-In Charger

Exponential Power, Inc. to the original user, subject to the conditions described below, that Exponential Power, Inc. batteries will be free from defects in material and workmanship for a period of five (5) years from the date of delivery and against FAILURE TO DELIVER 70 PERCENT CAPACITY. \* EXCEPTIONS to this warranty: 1) Unusual operating conditions. 2) Built in charger is warranty period is two (2) years from original date of shipment. If the user believes warranty service is required, the user should notify Exponential Power, Inc. in writing within the warranty period. Exponential Power, Inc. will notify the user of service arrangements.

### CONDITIONS OF WARRANTY

This warranty is conditioned upon the following:

- 1) That Exponential Power, Inc. and user mutually agree that the battery meets the capacity requirements for the industrial truck in which the battery is to be used.
- 2) That the battery is limited to four charges and discharges within a 24-hour period to 70% of the rated capacity and no more than 750 cycles per year.
- 3) The battery must remain in an operating temperature range of 32°F to 104°F. The battery has a thermal protection cutoff set at 122°F
- 4) That the battery will be charged with the built in charger only. Proper operation of charger must be checked at least every six (6) months and recorded accordingly.
- 5) Battery must be maintained according to instructions included with the battery when delivered. Records of daily maintenance and operation of the battery must be recorded and available for inspection by Exponential Power, Inc. on request. This warranty is voided if battery is subject to misuse, abuse, or physical damage beyond normal usage.
- 6) User agrees that the manufacturer’s representative may have access to equipment furnished hereunder for purpose of inspection at reasonable hours and intervals.
- 7) Manufacturer assumes no responsibility for any work done or expense incurred except for those authorized by manufacturer’s engineering department.
- 8) This warranty is valid to the ORIGINAL USER only and is not transferable.

Should a defect covered by the warranty exist within the first five (5) years, Exponential Power, Inc. will, at its option, REPAIR OR REPLACE the battery with another of equal or greater capacity. The repaired or replaced battery will be warranted for the remainder of the original battery warranty. ALL FREIGHT COSTS in event of adjustment are the responsibility of user. The unrepairable battery will then become the property of Exponential Power, Inc..

### LIMITATIONS

The provisions of this warranty shall not apply for failure due to misuse, negligence, or an accident, including, but not limited to, improper watering, charging, discharging, installation, freezing, fire, collision, or use of improper electrolyte other than recommended by Exponential Power, Inc., repairs other than by Exponential Power, Inc. or its designated representative, or any other change from acts or conditions beyond the control of Exponential Power, Inc.. Exponential Power, Inc.’s sole obligation and the original user’s exclusive remedy under this warranty shall be for repair or replacement as described above. In addition, Exponential Power, Inc. shall not 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. All other warranties, whether statutory, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are disclaimed. In no event shall Exponential Power, Inc. be liable for any accidental or consequential damages. In no event shall the liability of Exponential Power, Inc. for any and all claims exceed the purchase price of the battery.

### WARRANTY REGISTRATION

Name of Original User \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Battery Type \_\_\_\_\_

Serial# \_\_\_\_\_

