



Industrial Battery Three (3) Year Limited Warranty Heavy-Duty Applications

Effective: August 1, 1996

WARRANTY

Batteries manufactured by East Penn Manufacturing Company, Inc. (referred to as "Deka") containing nine (9) or more plates per cell, are warranted by East Penn Manufacturing Company to be free of defects in workmanship and materials for a period of thirty-six (36) months from date of invoice. In discharge of this warranty, Deka agrees that if a battery fails to provide at least eighty (80) percent of the six (6) hour rated capacity when tested under Deka supervision and in accordance with B.C.I. Standard BCI-I-2, 9-95 (or its latest revision), or if any cells or parts of the battery assembly do not meet Deka specifications for new material prior to thirty-six (36) months from date of invoice, Deka, at its option, will either (a) repair parts, cells or battery at its expense, for both labor and parts, or (b) furnish a suitable replacement battery, having a rated capacity equal to the published rated capacity of the battery returned. The replacement battery shall only be warranted for the remaining unused portion of the original warranty of the replaced battery. The original battery will become the property of East Penn Manufacturing Company. The owner of the battery will be responsible for delivery of the battery to Deka's nearest authorized representative or factory as directed by the Deka product support department. The use of a rental battery is not part of this warranty.

TERMS AND CONDITIONS

1. The user shall install and maintain each battery in accordance with the Deka Industrial Battery Service Manual (E.P.M. Form No. 0656 or its latest revision).
2. The user and Deka shall mutually agree each battery is of the proper size, design, and capacity to perform the duty cycle at time of purchase and must not be required to perform a duty cycle greater than this agreed value during this warranty period.
3. Batteries shall be limited to one cycle of charge and discharge per twenty-four (24) hour day and to eighty (80) percent of the rated six (6) hour capacity and not more than three hundred (300) cycles per calendar year.
4. Each battery shall be charged on a properly sized Deka charger or other charger that meets or exceeds B.C.I. Standard BCI-I-4 (or its latest revision) for industrial truck chargers. The charger must have the proper capacity rating, voltages, and charging start/finish rates to recharge the battery to specified full charge

TERMS AND CONDITIONS (continued)

- specific gravity before the next discharge. Recharge must be accomplished during the same twenty-four (24) hour period described under Terms and Conditions, #3.
5. Batteries shall not be subjected to misuse, abuse, or any physical damage other than ordinary wear.
 6. East Penn Manufacturing Company authorized representatives shall have access to the battery at reasonable hours and intervals for purpose of inspection. The average electrolyte temperature of the battery shall not exceed one hundred fifteen (115) degrees Fahrenheit nor drop below fifty (50) degrees Fahrenheit.
 7. Accurate maintenance and cycle records shall be maintained in accordance with the Deka Industrial Battery Service Manual and must be made available to East Penn Manufacturing Company and its authorized agent at time of warranty claim in order to qualify for protection under these warranty provisions.
 8. This warranty applies to the original user and is non-transferrable. This warranty policy does not apply to batteries which are rented or leased by the original user.
 9. This warranty will be considered void if repairs are made by other than East Penn Manufacturing Company or its designated service representative.
 10. Battery(ies) will be considered to be at the end of their useful life when eighty (80) percent of published rated six (6) hour capacity is not achieved when tested under the supervision of East Penn Manufacturing Company in accordance with B.C.I. Standard BCI-I-2, 9-95 (or its latest revision).

LIMITATION

East Penn Manufacturing Company's sole obligation and the user's exclusive remedy under this warranty shall be for repair or replacement as stated above. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL EAST PENN MANUFACTURING COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EAST PENN manufacturing co., inc.

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