



Motive Power Battery Five (5) Year Warranty Conventional Charge

EFFECTIVE DATE: FEBRUARY 2, 2009

WARRANTY (9 or more plates per cell)

Deka batteries manufactured by East Penn Manufacturing Co., Inc. (referred to as "EPM" containing nine (9) or more plates per cell are warranted by EPM to be free of defects in workmanship and materials for a period of sixty (60) months from date of invoice. If prior to sixty (60) months from date of invoice, (a) a battery fails to provide at least eighty (80) percent of the six (6) hour rated capacity when tested under EPM's supervision and in accordance with B.C.I. Standard BCIS-14 (or its latest revision) or (b) if any cells or parts of the battery assembly do not meet EPM's specifications for new material, EPM, 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 EPM. The owner of the battery will be responsible for delivery of the battery to EPM's nearest authorized representative or factory as directed by EPM's product support department. The use of a rental battery is not part of this warranty.

All Deka nine (9) through thirty-three (33) plate batteries used in heavy-duty applications, which include but are not limited to steel mill, aluminum mill, foundry operations, and forging operations, will carry a three (3) year limited warranty policy subject to the terms and conditions stated in the "Deka Motive Power Battery 3-Year Limited Warranty Policy – Heavy Duty Applications" EPM Form No. 0691 (or its latest revision).

TERMS AND CONDITIONS Conventional Charge

1. The user shall install and maintain each battery in accordance with the Deka Industrial Battery Service Manual (EPM Form No. 0656 or its latest revision).
2. The user is responsible for determining that 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. EPM's 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 and fifteen (115) degrees Fahrenheit nor drop below fifty (50) degrees Fahrenheit.
5. This warranty shall be void if batteries are subjected to misuse, abuse, unauthorized product alterations, or any physical damage other than ordinary wear.

TERMS AND CONDITIONS (continued)

6. Each battery shall be charged on a properly sized charger that meets or exceeds B.C.I. Standard BCIS-16 (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 specific gravity before the next discharge. Recharge must be accomplished during the same twenty-four (24) hour period described under Terms and Conditions, #3.
7. Accurate maintenance and cycle records shall be maintained in accordance with the Deka Industrial Battery Service Manual and must be made available to EPM 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-transferable.
9. This warranty will be considered void if repairs are made by other than EPM or its designated service representative.
10. Batteries 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 EPM in accordance with B.C.I. Standard BCIS-14 (or its latest revision).
11. Battery or cell failure due to optional add-on devices (factory and/or field installed) are NOT covered under this warranty policy. Such devices include but are not limited to:
 - Single Point Watering Systems
 - Electrolyte Level Indicators
 - Battery Monitoring or Identification Systems
 - Battery Data Acquisition Systems
 - Voltage Taps
 - DC/DC Converters or DC/AC Inverters

LIMITATION

EPM'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.

WARRANTY (5 to 7 plates per cell)

All Deka five (5) and seven (7) plate batteries will carry a twelve (12) month warranty, plus an additional twenty-four (24) month pro-rata adjustment agreement, based on purchased price, subject to all terms, conditions, and limitations stated above.

EAST PENN manufacturing co., inc.

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