



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

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 thirty-six (36) months from date of invoice. If prior to thirty-six (36) 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.

TERMS AND CONDITIONS

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.

TERMS AND CONDITIONS (continued)

5. This warranty shall be void if batteries are subjected to misuse, abuse, unauthorized product alterations, or any physical damage other than ordinary wear.
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. 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 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).

LIMITATION

This express warranty is the buyer's sole remedy and shall be subject to all terms and conditions herein. All other warranties, whether expressed or implied, including but not limited to implied warranties or merchantability and fitness for a particular purpose, are disclaimed. THIS WARRANTY DOES NOT COVER LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF VEHICLE, DAMAGE TO ANY PROPERTY, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

EAST PENN manufacturing co., inc.

Lyon Station, PA 19536-0147 • Phone: 610-682-6361 • Fax: 610-682-4212
E-mail: epmmotive@eastpenn-deka.com