



**Advanced LITHIUM ION  
Motive Power Industrial Batteries**

**EFFECTIVE: JANUARY 1, 2020**

Sold To: \_\_\_\_\_

Shipped To: \_\_\_\_\_

Battery Size: \_\_\_\_\_

Location: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

Serial Number: \_\_\_\_\_

**BATTERY WARRANTY**

Deka Ready Power® battery assemblies manufactured by Navitas Systems LLC ("Navitas") are warranted by Navitas to be free of defects in workmanship and materials for the earlier of:

- A. Sixty (60) months from date of invoice;
- B. Total ampere-hour throughput of at least 3,000 cycles is reached; Ampere-hour throughput is calculated as 80% of the nameplate capacity of the battery multiplied by 3,000;

If prior to the expiration above, the battery assembly or parts of the battery assembly fail and cause the battery to no longer function, Navitas, at its option, will either (a) repair parts, cells, or battery at its expense, for both labor and parts, (b) furnish a suitable replacement battery, having a rated capacity equal to the published rated capacity of the battery returned, or (c) credit the owner in amount equal in dollars to the net purchase price of the original battery divided by 3,000 cycle multiplied by the number of unexpired cycles. Credit will be against the purchase of another Navitas battery of equal or greater capacity (either new or previously used). 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 Navitas. The owner of the battery will be responsible for delivery of the battery to Navitas' nearest authorized representative or factory as directed by Navitas' customer service department. The cost of use of a rental battery is not part of this warranty.

Excluded from this warranty are battery system accessories such as cables, sleeves, user interface modules, connectors, overcurrent fuses, chargers and other components subject to ordinary wear and tear (please consult Navitas for a complete list of such components), which are warranted to be free of defects in workmanship and materials for a period of one (1) year.

**TERMS AND CONDITIONS:**

- 1. This warranty is subject to the following terms and limitations:
- 2. The battery identified above must be sized properly to the intended vehicle including the appropriate counterweight, if any. Use of the battery in other than approved applications may result in harm to the operator and equipment.
- 3. The battery must be charged by a charger that is listed on the Navitas approved list of chargers or is certified for use in writing by Navitas. In no case shall the charger start current exceed five hundred (500) amps.
- 4. Battery power cables and charger settings should be appropriately configured according to the Navitas installation and operational manual prior to use.

**TERMS AND CONDITIONS continued**

- 5. The battery should be stored and serviced according to the Deka Ready Power® operational manual; however, in no case shall the battery be stored below 0°C/32°F or in excess of 50°C/122°F
- 6. Navitas authorized representatives shall have access to the battery at reasonable hours and intervals for purposes of inspection.
- 7. This warranty applies to the original end customer (user) of the battery and is non-transferable
- 8. This warranty is void if the battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
- 9. This warranty will be considered void if service, maintenance or repairs including the removal of any tamper-proof fasteners are made by other than Navitas or its designated service representatives.

Use of the product within operational limits including current, temperature, depth of discharge, and charge limitations. Please see the Deka Ready Power® user manual for further information.

The battery management system monitors and stores ampere-hour throughput in the battery, which can be accessed by Navitas or its authorized representative. The displayed value of the Navitas battery management system is the final determination of ampere-hour throughput for purposes of this warranty statement and is not subject to contest by buyer.

**LIMITATION**

Navitas shall not be liable for indirect, incidental or consequential damages arising out of sale or relating to the use of this product. The buyer assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the battery. In no event shall the liability of Navitas Inc. for all claims, including claims of breach of warranty or negligence, exceed the purchase price of the product.

Navitas' sole obligation and the end customer'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 FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

***This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof.***



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