

Deka® **Gel-Mate**®

(9 or more plates per cell)

EFFECTIVE: JUNE 1, 2018

BATTERY WARRANTY

Deka Gel-Mate batteries manufactured by East Penn Manufacturing Co. (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 twenty-four (24) months from date of invoice. If prior to twenty-four 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 for both labor and parts at its expense or (b) furnish a suitable replacement battery, having a rated capacity equal to the published rated capacity of the original battery. The replacement battery shall only be warranted for the remaining unused portion of the original warranty. The original battery will become the property of EPM. The owner of the battery will be responsible for delivery of the original battery to EPM's nearest authorized representative or factory as directed by EPM. The use of a rental battery is not part of this warranty.

Any battery which 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) after the period of twenty-four (24) months but before an additional thirty-six (36) months, will be eligible for the following pro-rata adjustment. EPM will, at its option, either (a) repair the battery to deliver eighty (80) percent or more of six (6) hour rated capacity or (b) credit the original user a pro-rata credit against purchase of another Deka battery of equal or greater capacity.

If the battery is repaired after the initial twenty-four (24) month period has expired, the owner will be responsible for all labor and parts expenses minus the pro-rata credit for cells used in the repair. The pro-rata credit for cells used in repair is based on the current purchase price of cells used in repair at the time of the repair. The current purchase price will be divided by sixty (60) (total months in the warranty period), and that amount will be multiplied by the number resulting when you subtract the number of months since the purchase of the original battery from sixty (60) (total months in the warranty period).

CHARGER WARRANTY

EPM warrants from date of invoice all onboard chargers will be free of defects in workmanship and materials for a period of twelve (12) months. If a charger fails to properly perform at the rated capacity, EPM, at its option, will a) replace the charger or b) repair the charger to produce its rated capacity. EPM further warrants all onboard chargers for an additional twelve (12) months for the charger only. Travel, labor, and applicable freight charges shall be the responsibility of the user after the initial twelve (12) months period.

The replacement charger shall only be warranted for the remaining unused portion of the original warranty. The original charger will become the property of EPM. The owner of the charger will be responsible for delivery of the original charger to EPM's product support department in Lyon Station, PA.

TERMS AND CONDITIONS*

1. The user shall install and maintain each battery in accordance with the Deka SVRLA industrial battery "Operating and Maintenance Instructions" (EPM Form No. 0700 or its latest revision) supplied with each battery.
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 the battery must not be required to perform a duty cycle that exceeds the battery's rated capacity during this warranty period.

TERMS AND CONDITIONS continued

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 two hundred and sixty (260) cycles per calendar year. Opportunity charging or shallow discharge situations are not restricted to the previously mentioned cycle service. Opportunity charging is not meant to be a substitute for an uninterrupted full charge cycle. Therefore, an uninterrupted full charge cycle must be accomplished within the twenty-four (24) hour period when the opportunity charging occurred. Failure to comply will void this warranty and adjustment policy.
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 (100) degrees Fahrenheit nor drop below sixty (60) degrees Fahrenheit. The temperature must be measured on the surface of the negative terminal post.
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 with the on-board charger supplied with the Gel-Mate product or any other EPM approved Sealed Valve Regulated Lead-Acid Battery charger. Use of SCR chargers with charge curve profiles not approved by EPM, constant current chargers, or ferroresonant chargers will void this warranty and adjustment policy.
7. At no time should the battery be opened including removing a shroud or valve by anyone other than an EPM authorized representative. Removal by another shall void this warranty and adjustment policy on the battery.
8. Accurate maintenance and cycle records shall be maintained in accordance with the Deka Industrial Battery Service Manual (EPM Form No. 0656 or its latest revision) 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.
9. This warranty applies to the original user and is non-transferable. This warranty policy does not apply to batteries that are rented or leased to a third party by the original user.
10. Deka SVRLA batteries purchased by lift truck dealers and resold, rented or leased to the original user are subject to the same operating terms and conditions as apply to a direct purchaser of this product.
11. This warranty will be considered void if repairs are made by other than EPM or its designated service representative.

**Failure to comply with any Terms and Conditions will render the warranty void.*

LIMITATION

EPM's sole obligation and the user's exclusive remedy under this warranty shall be for repair or replacement at EPM's option 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 and 7 plates per cell Gel-Mate)

All Deka Gel-Mate batteries with five (5) and seven (7) plates per cell batteries will carry a twelve (12) month full and twenty-four (24) month pro rata warranty subject to all terms, conditions, and limitations stated above.

See separate warranty form



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