



Sealed Valve Regulated Lead-Acid (SVRLA) Motive Power Battery Two (2) Year Limited Warranty & Adjustment Policy

WARRANTY (9 or more plates per cell)

Deka Sealed Valve-Regulated Lead-Acid (SVRLA) 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 twenty-four (24) months from date of invoice. If prior to twenty-four (24) 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.

WARRANTY ADJUSTMENT AGREEMENT

EPM further warrants from date of invoice for a period of sixty (60) months to the original user, subject to the Terms and Conditions listed below, that batteries containing nine (9) or more plates per cell will furnish not less than eighty (80) percent of the six (6) hour rated capacity when tested under EPM supervision and in accordance with B.C.I. Standard BCIS-14 (or its latest version).

In discharge of this Adjustment Agreement, EPM will either (a) repair the battery to deliver eighty (80) percent or more of its published rated capacity, or (b) credit the original user a pro-rata amount (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 a replacement battery is based on the net purchase price of the original battery (or the current list price of cells used in repair).

TERMS AND CONDITIONS

1. The user shall install and maintain each battery in accordance with the Deka SVRLA industrial battery "Operating and Maintenance Instructions" 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 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. 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 the opportunity charging occurred. Failure to comply will void this warranty and adjustment policy.

TERMS AND CONDITIONS (continued)

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 on a properly sized on-board charger supplied with the GelMate 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 shall a shroud or valve be removed 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 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 which are rented or leased by the original user.
10. Deka SVRLA batteries purchased by lift truck dealers and resold, rented or leased by them to their customers, 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.
12. 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.

WARRANTY (5 to 7 plates per cell)

All Deka SVRLA 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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