



PRODUCT WARRANTY

Genesis[®] NP, Genesis[®] NP-GEL and DataSafe[™] NPX

General Product Limited Warranty

EnerSys Delaware Inc. (“EnerSys”) warrants Genesis[®] NP, Genesis[®] NP-GEL and DataSafe[™] NPX batteries against defective materials and workmanship for a period of one (1) full year from the date the battery was manufactured.

- A. If initial physical inspection identifies flaws in material or workmanship that would impair life of the battery, as defined by this warranty, or product performance, as defined by EnerSys’ electrical and physical specification as published at the time of shipment and these flaws are not due to transportation damage or installation abuse;

OR

- B. If on initial “Acceptance Test”, as defined in IEEE Std. 1188, “IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve Regulated Lead Acid (VRLA) Batteries for Stationary Applications”, the properly installed battery and/or string fails to meet the published performance ratings* per EnerSys’ latest published catalog data at the time of shipment;

In the event of either A or B above, then contact your nearest EnerSys sales representative to request instructions. You will be instructed either a) to return the equipment to an EnerSys factory or service center location, FOB Destination-Freight Prepaid, for examination, or b) to wait until an EnerSys representative arrives at the site to inspect the equipment.

If EnerSys determines the battery is physically or electrically unsound due to defective materials or workmanship on the part of EnerSys, the defective battery(s) will be repaired or replaced at the option of EnerSys without charge to the purchaser (user) for replacement materials. However, costs of replacement installation including but not limited to equipment, travel expenses of EnerSys representatives(s), and costs of material transportation expenses shall be borne by the purchaser (user).

* Published performance ratings. Initial capacity shall be a minimum of 90 percent of the rated string capacity upon shipment per IEEE-1188.

(over)

EXCLUSIONS AND LIMITATIONS

1. The purchaser (user) shall give freshening charges to the battery every six (6) months for Lead-Calcium after the manufacturing date and until final installation. Refer to the installation and maintenance instructions for maximum storage intervals.
2. At least once every six (6) months, purchaser (user) must take readings and record information per EnerSys' installation/maintenance instructions. These records must be maintained for warranty claim purposes. If warranty records are not kept, the warranty shall be null and void. During the full warranty period, these records are not necessary for a claim, however, the batteries shall be operated according to the published installation/maintenance instructions and purchase (user) shall make all reasonable efforts to substantiate the claim, including visits to the site(s) by EnerSys representatives.
3. This warranty applies only to the original United States and Canada domestic purchaser (user) and is non-transferable internationally, except with the expressed written consent from EnerSys headquarters in Reading, PA.
4. This warranty does not cover physical damage due to the acts of nature or man which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear.
5. EnerSys assumes no responsibility for any work accomplished or expenses incurred except with the expressed written consent from EnerSys headquarters in Reading, PA.
6. Movement of batteries from original point of installation shall immediately void this product warranty, except with the expressed written consent from EnerSys headquarters in Reading, PA.
7. Any storage shall be in a dry area having an average ambient temperature of 77°F (25°C), or less, and in accordance with EnerSys published installation/maintenance instructions.
8. EnerSys exempts from any warranty claims any battery which has been subjected to misuse, abuse, alteration, or any battery that may have been repaired or attempts made for repair by other than EnerSys.
9. **EnerSys shall not be liable for indirect, incidental or consequential damages arising out of the sale or relating to the use of this product, and the purchaser assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the product. In no event shall the liability of EnerSys for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the product.**
10. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT OR NEGLIGENCE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.**

Signed by EnerSys Delaware Inc. Representative

Print Name, Title

EnerSys Order # _____

Signed by purchaser (user)

Print Name, Title