



## TUBULAR CMX®

### LIMITED WARRANTY AND WARRANTY ADJUSTMENT FLOODED TUBULAR-CMX® MOTIVE POWER BATTERY (MODELS M17, M27)

This Limited Warranty and Warranty Adjustment Agreement is entered into between GNB Industrial Power®, a division of Exide Technologies (“GNB”), and the Original User with respect to Flooded Tubular-CMX® Motive Power Batteries for industrial electric vehicle motive power use.

**LIMITED WARRANTY:** GNB warrants to the Original User, subject to the Conditions and Limitations described below, that a Flooded Tubular CMX Motive Power Battery, when used in an appropriate industrial electric vehicle motive power application (a “Covered Battery”), will be free from defects in materials or workmanship for the following Limited Warranty Period from the date of shipment as shown on the shipping documents:

For original users in the United States of America, Canada, and Puerto Rico:		Freight charges paid by:
One (1) year	Five and seven plate batteries	GNB
Five (5) years	All other plate sizes	GNB for the first year, Original User thereafter

For original users in all other countries:		Freight charges paid by:
One (1) year	All plate sizes	Original User

**WARRANTY ADJUSTMENT AGREEMENT:** GNB further warrants to the Original User, subject to the Conditions and Limitations described below, that a Covered Battery will furnish not less than 80% of its published rated capacity in ampere hours at the 6-hour rate to an average final voltage of 1.7 volts per cell, when tested under GNB’s supervision for the following Warranty Adjustment Period after the Limited Warranty Period:

For original users in the United States of America, Canada, and Puerto Rico:		Freight charges paid by:
One (1) year	All plate sizes	Original User

For original users in all other countries:		Freight charges paid by:
One (1) year	All plate sizes	Original User

If a Covered Battery fails to perform as warranted during the Warranty Adjustment Period, GNB will either (a) repair the battery to perform as warranted or (b) accept return of the battery and credit the Original User a pro-rated amount against the purchase of a replacement Flooded Tubular CMX Motive Power battery of equal or greater capacity. If the battery is repaired, the Original User will be responsible for all expenses (parts and labor) to the extent such expenses exceed the pro-rated credit for cells used in the repair. The pro-rated credit is determined by multiplying the net purchase price of the original battery (or the current list price of cells used in repair) by a fraction, the denominator being the number of months in the combined Warranty and Warranty Adjustment Periods and the numerator being the number of whole months remaining in the Warranty Adjustment Period.

**CONDITIONS:** GNB shall have no obligation under this Agreement unless the Original User establishes that the following conditions have been met:

1. The battery meets the size, design, and capacity requirements for the electric vehicle in which it is used and meets GNB’s specified requirements for the number of batteries required for the Original User’s service application. The Original User is responsible to report, in writing, any changes in the originally intended application and service duty for any battery to its local GNB sales representative.
2. The charging equipment used with the battery meets the minimal requirements for industrial battery chargers, as established by the National Electrical Manufacturers’ Association as set forth in N.E.M.A. Standards Publication Number IB6-1990, as revised from time to time, and any additional charging requirements provided to Original User by GNB at the time of purchase.
3. The battery has been charged and maintained consistently in accordance with GNB’s published Installation and Operating Instructions and other



instructions as may be furnished by GNB, as verified by the Original User's service log. The installation of a single point watering system does not preclude the Original User from following the GNB Installation and Operating Instructions or the watering system manufacturer instructions regarding inspection and electrolyte level adjustment provided such single point watering system has been approved by GNB.

4. The use of the battery is limited to one cycle of charge and discharge in each 24-hour period and to not more than 300 cycles in each twelve (12) month period.
5. Maximum discharge of the battery is limited to no more than 80% of the battery's rated capacity.
6. The battery is not exposed to excessive cold, excessive heat, casualty, misuse, abuse, or other damage or deterioration. The average electrolyte temperature of the battery shall not exceed 110°F (43°C) nor drop below 60°F (15°C).
7. The battery has not been equipped with an unapproved single point watering system.
8. GNB's representative has been permitted, upon request at reasonable hours and intervals, to inspect the battery, observe its conditions of use, examine the Original User's service log, and make other inspections necessary to determine whether or not the Warranty Conditions have been met.

Any occurrence of "opportunity charging", rapid charging, or other charging regimes not recommended in the GNB published Installation and Operating Instructions shall void all warranties. A battery subjected to unusual or severe service application will be subject to reduced warranty coverage and/or additional warranty conditions and limitations. Contact your local GNB sales representative for additional information regarding these applications.

Batteries may be equipped with monitoring devices by GNB. Damage to or tampering with these devices shall void all warranties. Any addition of monitoring devices affixed to the battery, not authorized by GNB, shall void all warranties.

**LIMITATIONS:** THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty and Warranty Adjustment Agreement may not be assigned or transferred by the Original User and sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of a Flooded Tubular-CMX<sup>®</sup> Motive Power Battery. GNB is not liable for consequential, incidental, commercial, property loss, or damage based on either tort or contract obligation.

The Original User shall, in the event of a claim hereunder, immediately notify the GNB sales representative from whom the battery was purchased and, as directed, return the battery to a GNB-designated and authorized service center. All transportation and other handling charges incurred in connection with shipment of the battery to the service center and the return shipment of the repaired battery or its replacement will be paid by GNB for a period of twelve (12) months after the date of purchase and are the sole responsibility of the Original User thereafter. The Original User releases to GNB all title and interest with respect to the Covered Battery when GNB provides either a replacement battery or a pro-rated credit in accordance with this Agreement. If, pending repair or replacement of a Covered Battery, the Original User elects to receive a GNB short-term rental battery, the Original User shall pay GNB the standard short term rental charges applicable for a reasonable period of possession for such repairs. The original battery will become the property of GNB.

The parties hereby mutually accept the above Limited Warranty and Warranty Adjustment Agreement as part of the negotiated terms and conditions of sale applicable to all Flooded Tubular CMX Motive Power Batteries shipped to the Original User for industrial electric vehicle motive power use. This Agreement is the complete agreement on the above subject matter and can be amended only by mutual written agreement executed between GNB and the Original User.

**GNB INDUSTRIAL POWER**

**USA 877.462.4636**

**CAN 800.268.2698**