



MARATHON SUBZERO

LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT FOR A MARATHON® SUBZERO™ MOTIVE POWER BATTERY (M91...RC)

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 Marathon Subzero Tubular-Plate Motive Power Batteries for industrial electric vehicle motive power use.

WARRANTY: GNB warrants to the Original User, subject to the Conditions and Limitations described below, that a Marathon Subzero Tubular-Plate Motive Power Battery, with eleven (11) through thirty-three (33) plates, designed and manufactured for fast charging, when used in an industrial electric vehicle motive power application, and when charged using a GNB approved opportunity or fast charge system (a “Battery”), will be free from defects in material and workmanship for the following period:

For original users in the United States of America, Canada, and Puerto Rico:

Freight charges paid by:

Until battery has delivered 60% of the Total Design Ampere-hours

GNB for the first year,
Original User thereafter

or three (3) years from the initial date of shipment, as shown on the shipping documents whichever is shorter (the “Limited Warranty Period”).

Total Design Ampere-hours is defined as the published six-hour rated capacity (C6) of the battery (in Ah) multiplied by 0.80 multiplied by 1500 cycles.

GNB agrees that if, during the Limited Warranty Period, a Battery fails to provide at least 60% of its six-hour rated capacity, when tested under GNB supervision in accordance with BCI Standard BCI-I-2, latest revision, or if any cells or parts of the battery are found to be defective, GNB, at its option and expense (parts and labor), will either (a) repair or replace any cells such that the battery will deliver 60% or more of its published rated capacity or (b) provide a replacement battery having a rated capacity equal to the battery being returned. Freight charges shall be borne by the parties as indicated above. GNB shall honor the remainder of the Limited Warranty Period for any such repaired or replacement battery.

In the event the Battery is used with an unapproved Fast Charging System, GNB will warrant the Battery for a period of one (1) year from the date of shipment or until the battery has delivered 30% of the total design Ampere-hours, whichever is shorter, subject to the Conditions and Limitations described below, with freight charges being paid by the original user.

GNB agrees that if, during the Warranty Adjustment Period, a Covered Battery fails to provide at least 60% of its six-hour rated capacity, when tested under GNB supervision and in accordance with BCI Standard BCI-I-2, latest revision, or if any cells or parts of the battery are found to be defective, GNB, at its option, will either (a) repair or replace any cells such that the battery will deliver 60% or more of its published rated capacity or (b) accept return of the Covered Battery and provide the Original User a pro-rated credit (against purchase of another GNB 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. 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 Total Design Ampere-hours Available, and the numerator being the Total Design Ampere-hours Available less the number of ampere-hours used from the date of shipment to the test failure date, as established in a written GNB Product Inspection Report (PIR).

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 the battery is used and meets GNB’s specified requirements for the number of batteries and charging stations required for the Original User’s service application. The battery has been factory-equipped for fast-charging and been equipped with a battery monitoring system which provides battery ID, monitors critical charge parameters, and records charging history. The Original User is responsible to report, in writing, any changes in the originally intended application and service duty to their local GNB sales representative.
2. The charging equipment used with the battery must be approved by GNB Application Engineering in writing prior to sale. The chargers and charging stations meet GNB specified requirements for the number of chargers and stations required for the Original User’s service application. The charger must be capable of reading and recording unique battery ID, monitoring and accumulating ampere-hours returned during charge for each unique battery, and monitoring and recording temperature peaks and averages during charge for each unique battery.

3. The battery has been charged and maintained consistently in accordance with GNB's printed 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 eliminate the Original User's obligation to follow the GNB Installation and Operating Instructions or the watering system manufacturer instructions regarding inspection and electrolyte level adjustment.
4. The battery is not discharged below 20% of the battery's rated six-hour capacity.
5. The battery is limited to no more than twenty (20) hours of use per day, six days per week, and 50 weeks per calendar year.
6. Total Ampere-hour throughput for the battery shall not exceed 160% of the battery's rated capacity in any twenty-four (24) hour period.
7. The battery may be fast-charged daily as required. The battery must be given a "full" charge every twenty-four (24) hour period. The battery must be equalized once a week. An equalize charge is accomplished by returning the electrolyte specific gravity to the normal operating value indicated on the battery data plate or in the GNB Installation and Operating Instructions provided with the battery.
8. The battery electrolyte temperature must never exceed 140°F, with a maximum average temperature of 125°F.
9. The battery is not exposed to excessive cold, excessive heat, casualty, misuse, abuse, or other damage or deterioration. The electrolyte temperature of the battery shall not drop below 60°F.
10. The battery has not been equipped with an unapproved single point watering system.
11. 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.
12. The warranty will be considered void if repairs are made by other than GNB or its authorized service representative.
13. Maximum charging start rate is limited to 40 amperes or less per 100 ampere-hours of the battery data plate rated capacity or to the maximum rating of the battery connector.

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 the 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 are the responsibility of the party noted above. The Original User releases to GNB all title and interest with respect to the returned battery when GNB provides either a replacement battery or a pro-rated credit in accordance with this Agreement. If, pending repair or replacement of the returned 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.

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 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 or failure of a Marathon Subzero Tubular-Plate Motive Power Battery. This Limited Warranty and Warranty Adjustment Agreement does not apply to batteries that are rented or leased by the Original User. GNB is not liable for consequential, incidental, commercial, property loss, or damage based on either tort or contract obligation.

A battery subjected to unusual or severe service application will be subject to reduced warranty coverage and/or additional warranty conditions and limitations.

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.

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 Marathon Subzero Tubular-Plate 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



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A Division of Exide Technologies

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