



PRODUCT WARRANTY

FiberSafe™12

General Product Limited Warranty

EnerSys Delaware Inc. (“EnerSys”) warrants FiberSafe™12 batteries (hereafter referred to as “Battery”) to be free of defects in materials and workmanship for a period of forty (40) months from the latest date stamped/labeled on the battery cover (the “Warranty Period”). Within the Warranty Period, if EnerSys determines the battery is physically or electrically unsound due to defective materials or workmanship on the part of EnerSys, the defective Battery will be repaired or replaced at the option of EnerSys without charge to the original purchaser (“User”) for replacement materials.

General provisions:

- A.** EnerSys has no obligation under the limited warranty set forth above in the event the Battery is damaged or destroyed as a result of one or more of the following:
- Willful abuse or neglect or if the top decorative cover has been removed.
 - Natural forces such as wind, lightning, hail; damage due to fire, collision, explosion, vandalism, theft, penetration or opening of the Battery case in any manner.
 - Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be deeply discharged via a parasitic load or mishandling of the Battery.
 - Failure to properly install the Battery.
 - **WARNING - DO NOT** use any type of oil, organic solvent, alcohol, detergent, strong acids, strong alkalis, petroleum-based solvent or ammonia solution to clean the Battery. These materials may cause permanent damage to the Battery and will void the warranty.
- B.** To obtain warranty service, contact EnerSys at www.fibersafebattery.com or at 1-866-327-5755 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 addresses the warranty request.

(over)

EXCLUSIONS AND LIMITATIONS

1. The Battery must be charged, installed and maintained in accordance with the current guidelines and/or instructions published by EnerSys. Failure to do so will invalidate the warranty, at the sole discretion of EnerSys.
2. This warranty shall be void for a Battery shipped or placed in service outside the United States and Canada, except with the expressed written consent from EnerSys headquarters in Reading, PA.
3. This warranty applies to the User and is non-transferrable, except with the expressed written consent from EnerSys headquarters in Reading, PA.
4. This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
5. Repair or attempted repair of the Battery by anyone other than an authorized EnerSys representative shall void this warranty.
6. EnerSys, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice.
7. The acceptance of a Battery shipped to EnerSys shall not be deemed an admission that the Battery so shipped is defective. The Battery shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' sole property.

THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE BATTERY AT ENERSYS' SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE BATTERY. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.

_____ Date
Signed by EnerSys Delaware Inc. Representative

Print Name, Title

EnerSys Order # _____

_____ Date
Signed by purchaser (user)

Print Name, Title