

# FiberSafe<sup>™</sup>12 Battery General Product Limited Warranty

### What is Covered by This Warranty?

EnerSys Delaware, Inc. ("Manufacturer") warrants its FiberSafe<sup>TM</sup> 12 batteries (hereafter referred to as "Battery") to be free of defects in material and workmanship for twelve (12) months ("Applicable Warranty Period").

This warranty may vary from country to country; contact your authorized battery wholesaler or dealer for the applicable warranty.

# When Does the Warranty Period Begin?

The Applicable Warranty Period begins from the latest date stamped/labeled on the battery cover.

#### What Will EnerSys Do?

Batteries determined to meet the conditions of this warranty will be replaced free of charge if, at the sole discretion of Manufacturer, adjustment is necessary due to defect in material or workmanship.

Batteries replaced under the warranty provisions will be shipped with a yellow replacement warranty sticker and carry only the remainder of the original Applicable Warranty Period.

# What Is Not Covered by This Warranty?

- A. This warranty does not cover used, pre-owned and/or batteries purchased through unauthorized Internet channels (for example: auction sites and unauthorized mass e-commerce sellers/resellers).
- B. This warranty does not cover a Battery that is damaged or destroyed as a result of one or more of the following:
  - Willful abuse, misuse, physical damage, 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 in accordance with the current guidelines and/or instructions published by EnerSys.
  - Repair or attempted repair of the Battery by anyone other than an authorized Manufacturer's representative shall void this warranty.
  - Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.

FIBERSAFE™ 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 CASE, COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY. ANY PHYSICAL PERMANENT DAMAGE TO THE BATTERY CASE, COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.

# **How to Obtain Warranty Service:**

To obtain warranty service contact EnerSys at www.fibersafebattery.com or at 866-833-8073 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.

If the Battery is determined by Manufacturer, in its sole discretion, to be defective for material or workmanship under terms of this limited warranty, it will be replaced.

Manufacturer's acceptance of any items shipped to Manufacturer shall not be deemed an admission that the items so shipped are defective. Any items shipped back to Manufacturer, shall in Manufacturer's sole discretion, become Manufacturer's property.

### **Warranty Limitations:**

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, MANUFACTURER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. MANUFACTURER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL MANUFACTURER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE. OR THE LOSS OF TIME OR PROFITS.

Some countries and/or states do not allow limitation 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 you. This warranty gives you 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 Manufacturer is authorized to make any warranty in addition to those made in this agreement.

#### **Manufacturer Contact:**

EnerSys 2366 Bernville Rd Reading, PA 19605 USA Tel: 1.610.208.1991 Fax: 1.610.372.8613