



E-SERIES

Absolyte® AGP >>>

## ABSOLYTE® AGP STATIONARY BATTERIES SHIPPED OUTSIDE THE AMERICAS, CANADA, AND THE CARIBBEAN LIMITED WARRANTY

**LIMITED REPLACEMENT WARRANTY:** Stryten Energy warrants to the Original User (“User”), subject to the Conditions and Limitations described below, that an ABSOLYTE AGP stationary battery will be free from defects in materials or workmanship for a period of 1 year from the date of shipment (“Total Warranty Period”). Stryten Energy also warrants to the User, subject to the Conditions and Limitations described below, that a Covered Battery will furnish at least 80% of its rated capacity during the Warranty Period. The User shall promptly report any alleged failures to meet these warranties to Stryten Energy and permit examination by Stryten Energy service personnel. If Stryten Energy finds the Covered Battery has failed to meet these warranties during the Warranty Period, Stryten Energy will, at its option, either repair the Covered Battery or provide a replacement, FOB Stryten Energy factory.

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

1. The Covered Battery must be handled, stored, and installed in accordance with Stryten Energy’s published instructions for the Covered Battery.
2. The User shall maintain complete records on site regarding temperature and conditions of use and shall permit examination of these records by Stryten Energy. Stryten Energy will accept the results of a capacity test performed per IEEE 1188 Recommended Practices, preceded by an equalize charge in accordance with the Stryten Energy Installation and Operations manual, as the basis for determining battery’s capacity. Load test must be performed at the three-hour rate or longer.
3. The User will be responsible for all labor, transportation and shipping charges for all repair work and for the shipment of replacement batteries or parts, under the Limited Warranties provided above. If instructed by Stryten Energy, User must return all defective batteries or parts to Stryten Energy at User’s expense. User may not return defective batteries or parts to Stryten Energy’s factory without Stryten Energy’s prior authorization. Upon return by User, User releases to Stryten Energy all title and interest with respect to the returned battery or parts.
4. Repairs or modifications made to the Covered Battery without prior written consent of Stryten Energy, or movement of the Covered Battery from the original point of installation, will void these Limited warranties. Replacement batteries and/or parts shall only be covered by these Limited warranties for the remaining unused portion of the original warranty of the Covered Battery.

**LIMITATIONS ON LIMITED REPLACEMENT WARRANTY:** These Limited Warranties are the only warranties provided by Stryten Energy or Stryten Energy Manufacturing. THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS DOCUMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. These Limited Warranties may not be assigned or transferred by the User and set forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of any Covered Battery. In no event shall Stryten Energy or Stryten Energy Manufacturing be liable for consequential or incidental losses or damages under any theory of liability, except to the extent that this limitation is found to be unenforceable under applicable state law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

**STRYTEN ENERGY**

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