

## **E-SERIES**

## Absolyte® AGP >>>>

## ABSOLYTE® AGP STATIONARY BATTERIES SHIPPED WITHIN 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 GP stationary battery, when used within the United States, Mexico, Central America, South America, The Caribbean, and Canada in full float service ("Covered Battery") will be free from defects in materials or workmanship for a period beginning on the date of shipment and proceeding for the time stated in Table A ("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 authorized 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's factory. The original battery will become the property of Stryten Energy.

| Float Application                     | Warranty Period (Years) |
|---------------------------------------|-------------------------|
| Telecommunications/Utility Switchgear | 7                       |
| UPS/Other                             | 5                       |

**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 retain the bar code regarding product information in a readable condition.
- 2.The Covered Battery must be handled, stored, and installed in accordance with Stryten Energy's published instructions for the Covered Battery.
- 3. The Covered Battery must be operated and maintained in a temperature controlled environment between 70°F and 80°F using an approved full-float, voltage regulated charger with temperature compensated charge voltage per the Stryten Energy Installation & Operations manual.
- 4. Capacity or performance testing shall be performed in accordance with IEEE recommended practices and subject to requirements as stated in the Stryten Energy Installation and Operations manual.
- 5. Customer shall maintain complete annual records regarding the temperature, voltage, conditions of use, and maintenance performed, including initial charge and equalize charging, as per the Stryten Energy Installation and Operations manual and must promptly provide these records to Stryten Energy upon request. User shall also promptly report any alleged defects to Stryten Energy, and permit examination of the batteries by its service personnel.
- 6. Repairs or modifications made to the battery without prior written consent of Stryten Energy will void this Limited Warranty. In no event shall the User return the Covered Battery to Stryten Energy's factory without Stryten Energy's prior authorization. The replacement battery and/or parts shall only complete the remaining unused portion of this Limited Warranty of the replaced battery. This Limited Warranty applies to the original user only, and does not apply if battery system is moved from original point of installation.
- 7. For the first year of this Limited Warranty, this warranty will cover all labor, and all transportation and shipping charges within the United States, Mexico, and Canada only, for all repair work and for the shipment of replacement batteries or parts covered by this warranty. After the first year, and for any transportation or shipping charges outside the United States, Mexico, and Canada at any time, the User will be responsible for all such charges (i.e. labor, transportation, and shipping). If instructed by Stryten Energy, User must return all defective batteries or parts to Stryten Energy at User's expense, except such expense will be covered by this Limited Warranty for the first year for transportation and shipping within the United States, Mexico, and Canada. 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.

LIMITATIONS ON LIMITED REPLACEMENT WARRANTY: This Limited Warranty is the only warranty provided by Stryten Energy or Stryten Manufacturing. THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS DOCUMENTARE 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 may not be assigned or transferred by the User and it sets 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 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 or other law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

## **STRYTEN ENERGY**

USA/PR 877.462.4636 CAN 800.268.2698 MEX +52 5543527927