

MARATHON[®] STATIONARY BATTERIES WARRANTY

LIMITED REPLACEMENT WARRANTY

Exide Technologies Industrial Energy ("EXIDE"), warrants to the Original User ("User") that all MARATHON stationary batteries will be free from defects in materials or workmanship for a period that is either eighteen (18) months from the date of shipment or one (1) year from the date of installation, whichever is shorter (the "Initial Warranty Period"). The User shall promptly report any alleged defects to EXIDE and permit examination by EXIDE service personnel. If EXIDE finds the MARATHON stationary battery has failed to perform due to defects in materials or workmanship during the Initial Warranty Period, EXIDE will, at its option, either repair the battery or provide a replacement at EXIDE's expense (parts and labor), F.O.B. EXIDE's factory. The User will be responsible for any transportation or shipping charges.

LIMITED PRO-RATA WARRANTY

EXIDE also warrants to the User that MARATHON stationary batteries used within the United States and Canada in float service will furnish at least 80% of their rated capacity for ten (10) years after date of shipment, provided that the following conditions are satisfied:

1. The batteries are handled, stored, and installed in accordance with EXIDE's published instructions furnished with the batteries, and
2. The batteries are operated in conjunction with a full-float, voltage-regulated charger and otherwise used and maintained in accordance with EXIDE's published instructions furnished with the batteries, and
3. The average monthly ambient temperature in the area of use for any year is established not to exceed 80 °F (27 °C). The User shall maintain complete records on-site regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records by EXIDE. The User shall promptly report the failure of any MARATHON stationary battery to perform to EXIDE, and permit examination of the batteries by EXIDE service personnel.
4. EXIDE recognizes ohmic measurements as a tool in determining the need for additional data collection (i.e. capacity testing). Ohmic measurements alone (and, in particular, "snap shot" data) are not sufficient to initiate replacement under warranty.

If EXIDE finds that the batteries have not satisfied this pro-rata warranty, EXIDE will either (a) repair the battery to perform as warranted or (b) accept return of the battery and provide the User a pro-rated credit against the purchase of a replacement MARATHON stationary battery of equal or greater capacity, F.O.B. EXIDE's factory. If the battery is repaired, the 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 by a fraction, the denominator being 120 (10 years times 12 months) and the numerator being the number of whole months remaining in the pro-rata warranty period. In no event shall the User return the batteries to EXIDE's factory without EXIDE's prior authorization.

LIMITATIONS ON ONE-YEAR LIMITED REPLACEMENT AND TEN-YEAR LIMITED PRO-RATA WARRANTY

These Limited Warranties are the only warranties provided by EXIDE. 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 MARATHON stationary battery. In no event shall EXIDE 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.

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