



## WARRANTY AND ADJUSTMENT AGREEMENT COVERING HUP® SOLAR-ONE® BATTERIES FOR RENEWABLE ENERGY

| Sold to      | Shipped To    |
|--------------|---------------|
| Charger Type | Location      |
| Date Shipped | Serial Number |

EnerSys Delaware Inc. ("EnerSys") warrants all General Battery™ Hup® Solar-One® batteries to be free from defects in workmanship and materials for the period stated in the following table, from the date of installation or no more than three (3) months from date of shipment, whichever comes first

| Total Warranty Period | Full Credit,                                     | Full Credit,         | Prorated Credit       |
|-----------------------|--|----------------------|-----------------------|
|                       | Parts, Labor <sup>1</sup> , Freight <sup>2</sup> | Parts Only           |                       |
| 120 Months            | First 12 Months                                  | 13 Through 84 Months | 85 Through 120 Months |

<sup>&</sup>lt;sup>1</sup> Service Center labor only. On-site labor is not covered.

If the battery fails to deliver 80% of its rated capacity at the 20-hour rate within 84 months due to defects in workmanship or materials, the defective parts will be replaced by EnerSys exclusive of labor and freight.

In addition, if the battery fails to deliver 80% of its rated capacity at the 20-hour rate after 84 months, EnerSys will credit Northwest Energy an amount equal in dollars to the net purchase price of the original battery, multiplied by the months of unexpired life, divided by the number of months in the period stated above. Credit will be against the purchase of another Hup® Solar One® battery of equal or greater KWH capacity.

This warranty is subject to the following terms and limitations.

- The User, Northwest Energy Storage and EnerSys mutually agree the battery identified above must be sized properly to perform the duty cycle originally intended. The battery must not be required to perform a duty cycle in excess of the originally intended one.
- 2. The battery must be maintained in accordance with Northwest Energy Storage's current published Operating and Maintenance instructions. The operator of the Renewable Energy (RE) system must keep reasonable records of use and maintenance. Failure to monitor watering intervals, discharges and full recharge may void warranty coverage.
- 3. Use of each battery must be limited to no more than four (4) 80% depth of discharge cycles per 7-day week and no more than 210 cycles per calendar year. If these amounts are exceeded, the months of warranty will be reduced.
- 4. The battery must be charged on a properly sized charging system capable of delivering 10% to 20% of the battery AH charge rate. The "charging system" is defined as the sum total of all charging sources. Use of a constant voltage charge controller is prohibited.
- 5. All RE systems must have an AH metering device installed in accordance with the manufacturer's installation manual.
- 6. Use only distilled or deionized water. The use of electrolyte additives or compounds voids all warranty coverage.
- 7. This warranty does not cover physical damage due to acts of nature or man, which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear. This warranty is void if the battery is subjected to misuse, physical damage or abuse other than normal wear and tear.
- 8. EnerSys assumes no responsibility for any work accomplished or expenses incurred except with express written consent.
- 9. This warranty applies to the original purchaser (User) of the battery and is nontransferable. This warranty covers products situated only in North America.
- 10. EnerSys, at its option, may require proof of purchase consisting of a copy of the original invoice.

EnerSys shall not be liable for indirect, incidental or consequential damages arising out of sale or relating to the use of this product. The purchaser assumes responsibility for all personal injury and property damage resulting form the handling, possession or use of the product. In no event shall the liability of EnerSys for any and all claims, including claims of breech of warranty or negligence, exceed the purchase price of the product.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REMEDIES, INCLUDING ACTIONS FOR CONTRACT OR NEGLIGENCE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. Only an EnerSys Corporate Marketing Representative may make signed, written changes to the warranty made in this agreement.

| <b>EnerSys</b> <sub>®</sub>           | Signed |  |
|---------------------------------------|--------|--|
|                                       | Date   |  |
| O. David 4445 / Danding DA 40040 4445 |        |  |

P.O. Box 14145 / Reading, PA 19612-4145 www.enersys.com / 1-800-538-3627

<sup>&</sup>lt;sup>2</sup> Covers freight to and from the Service Center or part replacement shipment to user. It does not include transportation charges for on-site service.

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