

Eternivolt Tubular Warranty

All Eternivolt Advanced Tubular lift truck batteries with 9 to 33 plates are warranted against failure to deliver 80% of published rated capacity due to defective materials and workmanship for either a period of sixty months from the time of shipping or 1500 cycles, whichever occurs first. A cycle is defined as one discharge per 24-hour day and not exceeding 300 cycles per year.

If any material and or workmanship defects are found within 60 months from date of shipment or 1500 cycles whichever occurs first, Eternivolt or its authorized service representative will repair the battery at its expense for both labour and parts, exclusive of freight. Eternivolt may at its option chose to furnish a comparable replacement battery. The deffect must be reported to Eternivolt within 15 days from the time it is discovered and the defective material shall be returned pre-paid to Eternivolt within 60 days of its discovery date. The repaired or replacement battery shall complete the remaining portion of the warranty for the original battery. If the repaired battery does not deliver a minimum of 80% of its published capacity as determined by a 6-hour discharge test as supervised by a Eternivolt representative; a credit will be issued to the original user. The credit will be calculated based on the original purchase price of the battery multiplied by the number of unexpired warranty months and divided by the total number of warranty months. The credit can only be applied towards the purchase of a similar or larger Power battery.

Five and seven plate batteries are warranted for 12 months or 300 cycles, covering parts and labour. A pro-rata warranty is extended for an additional 24 months or 600 cycles, for a total of 36 months or 900 cycles, subject to all the conditions stated above.

The warranty is null and void if after shipment it is determined that the battery has been modified, reworked, repaired or not properly maintained in a manner not sanctioned by Eternivolt. The warranty is not applicable in cases where the battery is undersized for capacity, over cycled for the application, abused, damaged physically and or used in extreme temperatures.

Conditions of Warranty

The following operating conditions have to be met for Eternivolt to honor the above stated warranty.

- 1) The capacity of the battery is in compliance with the specifications as outlined for the lift truck in which the battery is being used.
- 2) The charger is properly sized to meet the requirements of the battery as per Eternivolt.
- 3) Maintenance records indicating that the battery is correctly maintained as per Eternivolt maintenance procedures.
- 4) The battery is charged and discharged once within a 24-hour time period and that the number of charge discharge cycles does not exceed 300 per year.
- 5) An authorized Eternivolt representative must be given access during regular business hours to the battery and its maintenance records in order for the warranty to be respected.

The warranty for all batteries operated in a refrigerated environment is reduced by 50%. The above-mentioned warranty applies only to batteries that are used in normal operating conditions and that have been properly matched to a charger.

This warranty is in lieu of all other warranties, expressed or implied. The user shall indemnify and hold Eternivolt harmless from any claims and liabilities arising out of use, maintenance, transportation or installation of any equipment warranted herein.

Eternivolt makes no warranty or merchantability or fitness for a particular purpose and in no event shall Eternivolt be liable for special indirect, punitive or consequential damages. Any liability will be limited to the purchase price of the item.

This warranty is offered to the original user of the battery and is not transferable.