



U.S. Battery Mfg. Co. Limited Warranty

U. S. Battery (USB), its Agents, Dealers and Distributors warrant, to the original purchaser only, that prior to installation or delivery to the purchaser that the state of charge of USB AGM batteries has been maintained at a level equal to or greater than the minimum level considered to be necessary within industry standards for the product to perform effectively upon use or installation;

That is upon initial inspection, installation, charge-discharge-charge, or within 25 discharge cycles, the product, (1) fails per USB published data to reach its 20 hour performance rating to 1.75 volts per cell at 68°F~77°F (20°C~25°C), or (2) if upon initial inspection, the product has identifiable flaws in materials or workmanship that would impair the life or product performance,

the user will:

- * Upon written approval, return the product for examination, or
- * Hold the product on site pending inspection by a USB representative
- * Follow the instructions as may be laid out more specifically in a valid and separate purchase/supply agreement

Upon a satisfactory proof of claim as determined by USB, USB will repair, or replace at their option and or as may be instructed by a valid purchase/supply agreement, any defective products.

AND/OR, As documented by Battery Council International BCIS section 6 Rev. DEC02 the measurement of the end of life cycle performance of a battery is defined as the point at which the battery will not deliver at least 50% of the manufacturers rated capacity when discharged at the 2 hour rate, if at a later date, a **properly maintained USB** product fails to meet 50% of its rated 5 hour capacity, as determined by USB by approved testing (conductance, resistance or impedance test data cannot be used as a substitute for recognized capacity testing) at 68°F~77°F (20°C~25°C),

USB will:

- A. Within the Free Replacement period listed, the product will be replaced at no charge (except for applicable taxes and/or environmental levies) Freight On Board (FOB) a USB Agent, Dealer or Distributor.
- B. After the free replacement period, and for the remaining period of warranty – if applicable – the original purchaser may obtain a replacement battery of similar size upon payment of a prorated charge based upon the then current published cost per month (list price divided by total months of warranty coverage) multiplied by the number of full months in use since the date of the original purchase, FOB a USB Agent, Dealer or Distributor.

In the event of A or B above, repair or replacement will be performed FOB a USB Agent, Dealer or Distributor. Costs of replacement installation including but not limited to equipment, travel expenses and material transportation shall be borne by the purchaser/user.

- C. Cause such actions to be taken as to comply with a valid purchase/supply agreement.

The replacement product will only be warranted for the remaining unused portion of the original warranty. The original product will become the property of USB. The owner of the product will be responsible for delivery of the product to USB nearest authorized representative as directed USB. Adjustments will be made based on the original bill of sale, which must show the purchasers personal or Business and/or Corporate name. Warranty will be granted provided this Proof of Sales does not exceed the batteries manufacturing production code date or ship code dater (whichever is latest) by more than 2 months. If it does, or the original bill of sale can not be produced then warranty may, at USB's sole option, be calculated using the manufacturing code date or ship code dater.



General Terms and Conditions:

1. The battery shall be warranted for a period not to exceed 12 months from the purchase invoice date. This limited warranty shall include 6 months full replacement and 6 months pro-rata as outlined in # 18 of this agreement.
2. The user is responsible for determining that each product is of the proper size, design and capacity to perform at the time of purchase. Product that is undersized for any application will not be warranted.
3. Warranty is void if the product is subject to abuse, misuse, unauthorized alteration, or any other physical damage other than ordinary wear or if manufacturing code is destroyed.
4. **Warranty is void if vents are tampered with in any way!**
5. **Warranty is void if published USB maximum charge and discharge rates are exceeded.** It is the responsibility of the installer and user to comply with these conditions and guarantee maximum currents are not exceeded.
6. **Warranty is void if published USB upper and lower operating voltages are exceeded.** It is the responsibility of the installer and user to comply with these conditions and to guarantee low and high voltage cutoffs are not exceeded.
7. Warranty is void if it is established that non approved or undersized connector cables are used, cable ends are not attached directly to terminal bushing or post connections or improper terminal hardware is used. **Batteries whose terminals have been melted will not be warranted and further no battery installed in series with the battery whose terminals have been melted will be warranted. It is the responsibility of the installer and user to comply with these conditions and guarantee terminal torque at installation and regular re-torque.**
8. Warranty is not transferable.
9. Full replacement warranty claims must be made within 10 business days of tested failure or alleged defect.
10. Product use must be discontinued upon discovery of a defect.
11. Acceptable charging ripple (peak to peak) shall be less than 45 of USB recommended string voltage with duration of less than 6 milliseconds.
12. Chargers used to charge product in cyclic applications must be ambient and product temperature compensated and equipped with USB recognized and approved charging algorithms with no ripple. In cases where chargers are used that do not meet this criteria, i.e. USB AGM batteries installed into equipment where the chargers may not be approved, any potential warranty is deferred by USB to the users final sales contract with the seller. It is the responsibility of the user to confirm the chargers viability and to what extent a non-compliant charger may damage or shorten the battery life.
13. Product determined to be under sized or used in a manner considered to be unsafe will not be warranted. **THERE IS NO SUBSTITUTE OR SHORT CUT FOR PROPER SYSTEM SIZING.** The final decisions on system sizing remain the responsibility of the user.
14. Unless expressly noted within a USB Factory or USB Factory Warehouse sales contract, the warranty described in this document shall be in lieu of any other warranty, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. NOTE: Some jurisdictions do not allow limitations on how long an implied warranty lasts, or exclusion or limitation of incidental or consequential damages, so the above limitations may not apply in all cases.
15. **(!) WARRANTY IS VOID** on any USB product subjected to excess vibration caused by out of balance or improperly operated pads in Burnishes.
16. **(!) WARRANTY IS REDUCED** to 90 days free replacement with no extended coverage on any product discharged and or charged in cyclic service while orientated in any manner other than right side up. I.E. **Pallet Jack** applications where the battery is installed on its end.
17. **(*) WARRANTY** adjustments are calculated using the later of the sales invoice date or original bill of sale, manufacturing production code date or USB factory warehouse ship code dater! Warranty will be granted provided this Proof of Sale does not exceed the batteries manufacturing code date or ship code dater (whichever is latest) by more than 2 months. If it does, or the original bill of sale can not be produced then warranty may, at USB's sole option, be calculated using the manufacturing code date or ship code dater.
18. After the free replacement period, and for the remaining period of warranty – if applicable – the original purchaser may obtain a replacement battery of similar size upon payment of a prorated charge based upon the then current published cost per month (current **MSRP** price divided by total months of warranty coverage) multiplied by the number of full months in use since the date of the original bill of sale, **provided the Proof of Sale Invoice does not exceed then batteries production code date or ship code dater (whichever is latest) by more than 2 months, FOB USB.**

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U.S. Battery Mfg. Co. AGM Limited Solar Application Warranty

U.S. Battery (USB) will provide a Five Year warranty for USB DC series Deep Cycle batteries used in Solar PV and other Renewable Energy applications. The first two years of this warranty are a free replacement period. The remaining three years are Pro Rata. This warranty applies to batteries sold after March 1, 2011. Copy of purchase invoice must be provided.

The U.S. Battery (USB) Five year warranty covers any battery 85 ampere hour capacity or higher, six and twelve volt models. The warranty covers batteries that become unusable and unserviceable due to defects in material and/or workmanship. This warranty applies to the original purchaser of the battery, and is non-transferable.

The U.S. Battery (USB) Five Year Solar Warranty starts from the date sold and applies only to batteries sold in solar and renewable energy applications. During the free replacement period, U.S. Battery (USB) will replace or repair the defective battery with one of equal or greater value. The Pro Rata period is based on the manufacturer's suggested retail price.

This warranty shall not apply to failure in service due to fire, freezing, explosion, abuse, neglect, unauthorized modifications or alterations, or installation of a smaller size or capacity battery than is required.

This warranty does not cover battery damage from shipping, loose wiring, reverse polarity installations, over discharging or overcharging, undercharging, nor breakage of containers, covers or terminal posts.

This warranty does not cover the cost of transportation, shipping, service calls, battery installation, recharging, or use of rental batteries.

U.S. Battery (USB) Battery will not be responsible for electrical system tests, loss of time, loss of equipment use or any other expenses which can be considered incidental or consequential damages.