

additional charging requirements provided to Original User by Stryten Energy at the time of purchase.

3. The battery has been charged and maintained consistently in accordance with Stryten Energy's published Installation and Operating Instructions and other instructions as may be furnished by Stryten Energy, as verified by the Original User's service log. The installation of a single point watering system does not preclude the Original User from following the Stryten Energy Installation and Operating Instructions or the watering system manufacturer instructions regarding inspection and electrolyte level adjustment provided such single point watering system has been approved by Stryten Energy. Maximum charging start rate is limited to 20 amperes or less per 100 ampere-hours of the battery data plate rated capacity.
4. The use of the battery is limited to one cycle of charge and discharge in each 24-hour period and to not more than 300 cycles in each twelve (12) month period.
5. Maximum discharge of the battery is limited to no more than 80% of the battery's rated capacity.
6. The battery is not exposed to excessive cold, excessive heat, casualty, misuse, abuse, or other damage or deterioration. The average electrolyte temperature of the battery shall not exceed 110°F (43°C) nor drop below 60°F (15°C).
7. The battery has not been equipped with an unapproved single point watering system.
8. Stryten Energy's representative has been permitted, upon request at reasonable hours and intervals, to inspect the battery, observe its conditions of use, examine the Original User's service log, and make other inspections necessary to determine whether or not the Warranty Conditions have been met.

Any occurrence of "opportunity charging", rapid charging, or other charging regimes not recommended in the Stryten Energy published Installation and Operating Instructions shall void all warranties. A battery subjected to unusual or severe service application will be subject to reduced warranty coverage and/or additional warranty conditions and limitations. Contact your local Stryten Energy sales representative for additional information regarding these applications. Batteries may be equipped with monitoring devices by Stryten Energy. Damage to or tampering with these devices shall void all warranties. Any addition of monitoring devices affixed to the battery, not authorized by Stryten Energy, shall void all warranties.

LIMITATIONS: THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT ARE 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 and Warranty Adjustment Agreement may not be assigned or transferred by the Original User and sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of a Marathon Classic or Pacific Chloride Flooded Flat-Plate Motive Power Battery. Stryten Energy is not liable for consequential, incidental, commercial, property loss, or damage based on either tort or contract obligation.

The Original User shall, in the event of a claim hereunder, immediately notify the Stryten Energy sales representative from whom the battery was purchased and, as directed, return the battery to an Stryten Energy-designated and authorized service center. All transportation and other handling charges incurred in connection with shipment of the battery to the service center and the return shipment of the repaired battery or its replacement will be paid by Stryten Energy for a period of twelve (12) months after the date of purchase and are the sole responsibility of the Original User thereafter. The Original User releases to Stryten Energy all title and interest with respect to the Covered Battery when Stryten Energy provides either a replacement battery or a pro-rated credit in accordance this Agreement. If, pending repair or replacement of a Covered Battery, the Original User elects to receive a Marathon Classic and Pacific Chloride short-term rental battery, the Original User shall pay Stryten Energy the standard short term rental charges applicable for a reasonable period of possession for such repairs. The original battery will become the property of Stryten Energy.

The parties hereby mutually accept the above Limited Warranty and Warranty Adjustment Agreement as part of the negotiated terms and conditions of sale applicable to all Marathon Classic and Pacific Chloride Flooded Flat-Plate Motive Power Batteries shipped to the Original User for industrial electric vehicle motive power use. This Agreement is the complete agreement on the above subject matter and can be amended only by mutual written agreement executed between Stryten Energy and the Original User.

STRYTEN ENERGY

SERVICE & WARRANTY CLAIMS: 866-462-2288