



M-SERIES

F110 >>> T300 >>> T310 >>> T330

F110, T300, T310, T330 MOTIVE POWER BATTERIES IN A FAST CHARGE APPLICATION LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT

Previously Marathon FPX, Tubular CMX, LMX and MPX. This Limited Warranty and Warranty Adjustment Agreement is entered into between Stryten Energy and the Original User with respect to F110, T300, T310 or T330 Tubular-Plate Motive Power Batteries for industrial electric vehicle motive power use.

WARRANTY: Stryten Energy warrants to the Original User, subject to the Conditions and Limitations described below, that a F110, T300, T310, T330 Motive Power Battery, with eleven (11) through thirty-three (33) plates, designed and manufactured for fast charging, when used in an industrial electric vehicle motive power application, and when charged using an approved fast charge system (a "Covered Battery"), will be free from defects in material and workmanship for the following period:

For original users in the United States of America, Canada, Mexico, and Puerto Rico:

Until battery has delivered 60% of the Total Design Ampere-hours

Freight charges paid by:

Stryten Energy

or four (4) years from the initial date of shipment, as shown on the shipping documents whichever is shorter (the "Limited Warranty Period").

Total Design Ampere-hours is defined as the published six-hour rated capacity (C6) of the battery (in Ah) multiplied by 0.80 multiplied by 1200 cycles.

Stryten Energy agrees that if, during the Limited Warranty Period, a Covered Battery fails to provide at least 60% of its six-hour rated capacity, when tested under Stryten Energy supervision in accordance with BCI Standard BCI-I-2, latest revision, or if any cells or parts of the battery are found to be defective, Stryten Energy, at its option and expense (parts and labor), will either (a) repair or replace any cells such that the battery will deliver 60% or more of its published rated capacity or (b) provide a replacement battery having a rated capacity equal to the battery being returned. Freight charges shall be borne by the parties as indicated above. Stryten Energy shall honor the remainder of the Limited Warranty Period for any such repaired or replacement battery.

In the event the Covered Battery is used with an unapproved Fast Charging System, Stryten Energy will warrant the Covered Battery for a period of one (1) year from the date of shipment, subject to the Conditions and Limitations described below.

WARRANTY ADJUSTMENT AGREEMENT: Stryten Energy further warrants to the Original User, subject to the Conditions and Limitations described below, that a Covered Battery will be free from defects in material and workmanship for the following period:

For original users in the United States of America, Canada, Mexico, and Puerto Rico:

Battery has delivered 60% to 100% of the Total Design Ampere-hours

Freight charges paid by:

Original User

or one (1) year from expiration of the Limited Warranty Period, whichever is shorter (the "Warranty Adjustment Period").

Stryten Energy agrees that if, during the Warranty Adjustment Period, a Covered Battery fails to provide at least 60% of its six-hour rated capacity, when tested under Stryten Energy supervision and in accordance with BCI Standard BCI-I-2, latest revision, or if any cells or parts of the battery are found to be defective, Stryten Energy, at its option, will either (a) repair or replace any cells such that the battery will deliver 60% or more of its published rated capacity or (b) accept return of the Covered Battery and provide the Original User a pro-rated credit (against purchase of another Stryten Energy battery of equal or greater capacity). If the battery is repaired, the Original 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 (or the current list price of cells used in repair) by a fraction, the denominator being the Total Design Ampere-hours Available, and the numerator being the Total Design Ampere-hours Available less the number of ampere-hours used from the date of shipment to the test failure date, as established in a written Stryten Energy Product Inspection Report (PIR).



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CONDITIONS: Stryten Energy shall have no obligation under this Agreement unless the Original User establishes that the following conditions have been met:

1. The battery meets the size, design, and capacity requirements for the electric vehicle in which the battery is used and meets Stryten Energy's specified requirements for the number of batteries and charging stations required for the Original User's service application. The battery has been modified for fast-charging and been equipped with a battery monitoring system which provides battery ID, monitors critical charge parameters, and records charging history. The Original User is responsible to report, in writing, any changes in the originally intended application and service duty to their local Stryten Energy sales representative.
2. The charging equipment used with the battery must be approved by Stryten Energy Application Engineering in writing prior to sale. The chargers and charging stations meet Stryten Energy specified requirements for the number of chargers and stations required for the Original User's service application. The charger must be capable of reading and recording unique battery ID, monitoring and accumulating ampere-hours returned during charge for each unique battery, and monitoring and recording temperature peaks and averages during charge for each unique battery.
3. The battery has been charged and maintained consistently in accordance with Stryten Energy's printed 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 eliminate the Original User's obligation to follow the Stryten Energy Installation and Operating Instructions or the watering system manufacturer instructions regarding inspection and electrolyte level adjustment.
4. The battery is not discharged below 20% of the battery's rated six-hour capacity.
5. The battery is limited to no more than twenty (20) hours of use per day, six days per week, and 50 weeks per calendar year.
6. Total Ampere-hour throughput for the battery shall not exceed 160% of the battery's rated capacity in any twenty-four (24) hour period.
7. The battery may be fast-charged daily as required. The battery must be given a "full" charge every twenty-four (24) hour period. The battery must be equalized once a week. An equalize charge is accomplished by returning the electrolyte specific gravity to the normal operating value indicated on the battery data plate or in the Stryten Energy Installation and Operating Instructions provided with the battery.
8. The battery electrolyte temperature must never exceed 140°F, with a maximum average temperature of 125°F.
9. The battery is not exposed to excessive cold, excessive heat, casualty, misuse, abuse, or other damage or deterioration. The electrolyte temperature of the battery shall not drop below 60°F.
10. The battery has not been equipped with an unapproved single point watering system.
11. 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.
12. The warranty will be considered void if repairs are made by other than Stryten Energy or its authorized service representative.
13. Maximum charging start rate is limited to 40 amperes or less per 100 ampere-hours of the battery data plate rated capacity or to the maximum rating of the battery connector.

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 the 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 are the responsibility of the party noted above. The Original User releases to Stryten Energy all title and interest with respect to the returned battery when Stryten Energy provides either a replacement battery or a pro-rated credit in accordance with this Agreement. If, pending repair or replacement of the returned battery, the Original User elects to receive a Stryten Energy 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.

STRYTEN ENERGY

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