F110 FLOODED FLAT-PLATE MOTIVE POWER BATTERY

LIMITED WARRANTY

Previously Marathon FPX. This Limited Warranty is entered into between Stryten Energy and the Original User with respect to the use of Stryten Energy Flooded F110 Flat Plate Motive Power Batteries for industrial electric vehicle motive power applications using conventional charging.

CONVENTIONAL CHARGING: The battery 24-hour ampere-hour discharge throughput is less than or equal to 80% of the battery data plate rated capacity and 100% of the battery energy removed is returned within the same 24-hour period in a single charge event at a start rate less than or equal to 18 amperes per 100 ampere-hours of the battery data plate rated capacity and the time allotted for the battery to return to room temperature is at least equal to the time period of the charging event and the battery electrolyte temperature is maintained between 60-100°F (15-37°C).

CONVENTIONAL CHARGING LIMITED WARRANTY: Stryten Energy warrants to the Original User, subject to the Conditions and Limitations described below, that a Stryten Energy Flooded F110 Flat Plate Motive Power Battery used in an appropriate industrial electric vehicle motive power non-fast charging application and subject to Conventional Charging only (as defined above) (a "Conventional Covered Battery"), will be free from defects in materials or workmanship for the following Limited Warranty Period from the date of shipment as shown on the shipping documents:

For original users in the United States of America, Canada, Mexico, and Puerto Rico:		**Freight charges paid by:**
One (1) year	Five and seven plate batteries	Stryten Energy
Five (5) years or 1600 cycles	All other plate sizes	Stryten Energy

For original users in all other countries:		**Freight charges paid by:**
One (1) year	All plate sizes	Original User

If a Conventional Covered Battery fails to perform due to defects in materials or workmanship during the Limited Warranty Period, Stryten Energy will, at its option, repair or replace the battery at Stryten Energy's expense (parts and labor). The repaired or replaced battery will be covered under this Limited Warranty for the remainder of the Limited Warranty Period on the original Conventional Covered Battery.

Stryten Energy further warrants to the Original User, subject to the Conditions and Limitations described below, that a Conventional Covered Battery will furnish not less than 80% of its published rated capacity in ampere-hours at the 6-hour rate to an average final voltage of 1.7 volts per cell, when tested under Stryten Energy's supervision for the following Warranty Adjustment Period after the Limited Warranty Period:

For original users in the United States of America, Canada, Mexico, and Puerto Rico:		**Freight charges paid by:**
None		Original User

For original users in all other countries:		**Freight charges paid by:**
One (1) year	All plate sizes	Original User

If a Conventional Covered Battery fails to perform as warranted during the Warranty Adjustment Period, Stryten Energy will, at its option, either (a) repair the battery to perform as warranted or (b) accept return of the battery and credit the Original User a pro-rated amount against the purchase of a replacement Stryten Energy Flooded F110 Flat Plate Motive Power 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 for cells used in the repair. 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 number of months in the combined Limited Warranty and Warranty Adjustment Periods and the numerator being the number of whole months remaining in the Warranty Adjustment Period.

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 it is used and meets Stryten Energy's specified requirements for the number of batteries required for the Original User's service application. The Original User is responsible to report, in writing, any changes in the originally intended application and service duty for any battery to its local Stryten Energy sales representative.

2. The charging equipment used with the battery meets the minimal requirements for industrial battery chargers, as established by the National Electrical Manufacturers' Association as set forth in N.E.M.A. Standards Publication Number IB6-1990, as revised from time to time, and any 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.

4. The use of the Conventional Covered 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, except where noted above.

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 values noted above 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.

9. 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.

10. The battery has been charged with only one charging method.

Any occurrence of fast or 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: This Limited Warranty is the only warranty provided by Stryten Energy. THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS DOCUMENT 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 may not be assigned or transferred by the Original User and it sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of any Conventional Covered Battery. In no event shall Stryten Energy be liable for consequential or incidental losses or damages under any theory of liability, except to the extent that this limitation is found to be unenforceable under applicable state law or other law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

The Original User shall, in the event of a claim hereunder, immediately notify the Stryten energy sales representative 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 as described above. The Original User releases to Stryten Energy all title and interest with respect to the Conventional 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 Conventional Covered Battery, the Original User elects to receive an 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. The original battery will become the property of Stryten Energy.

The parties hereby mutually accept the above Limited Warranty as part of the negotiated terms and conditions of sale applicable to all Stryten Energy Flooded F110 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.

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