



M-SERIES

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

## F110, T300, T310, T330 FLOODED MOTIVE POWER BATTERIES USING OPPORTUNITY CHARGING 5-YEAR LIMITED WARRANTY AND WARRANTY ADJUSTMENT

Previously Marathon FPX, Tubular CMX, LMX and MPX. This Limited Warranty is entered into between Stryten Energy and the Original User with respect to the use of Flooded Motive Power Batteries for industrial electric vehicle motive power applications using opportunity (excluding fast charging) charging.

**OPPORTUNITY CHARGING LIMITED WARRANTY:** Stryten Energy warrants to the Original User, subject to the Conditions and Limitations described below (including the ampere-hour throughput limitation), that a Flooded Motive Power Battery with an OPC suffix in the part number, when charged with a Stryten Energy-branded charger and used in an appropriate industrial electric vehicle motive power non-fast charging application and subject only to Opportunity Charging (as defined below) an "Opportunity Charged 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:

**If the Opportunity Charged Battery is equipped with Stryten Energy's data recording device capable of recording amps, temperature, time, and voltage and provides active charge control\***

<b>For original users in the United States of America, Canada, Mexico, and Puerto Rico:</b>		<b>Freight charges paid by:</b>
One (1) year	Five and seven plate batteries	Stryten Energy
Five (5) years <sup>†</sup>	All other plate sizes	Stryten Energy

<sup>†</sup>Four (4) years if using an approved non-Stryten Energy Industrial Power chargers and data recording device for plate sizes other than five and seven plate.

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

**If the Opportunity Charged Battery is equipped with a thermistor capable of measuring temperature and provides active charge control:**

<b>For original users in the United States of America, Canada, Mexico, and Puerto Rico:</b>		<b>Freight charges paid by:</b>
One (1) year	Five and seven plate batteries	Stryten Energy
Three (3) years	All other plate sizes**	Stryten Energy for the first year, Original User thereafter

\*\*Includes Stryten Energy-branded and approved non-Stryten Energy Industrial Power chargers

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

If an Opportunity Charged 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 Opportunity Charged Battery at Stryten Energy's expense (parts and labor). The repaired or replaced Opportunity Charged Battery will be covered under this Limited Warranty for the remainder of the Limited Warranty Period on the original Opportunity Charged Battery.

Stryten Energy further warrants to the Original User, subject to the Conditions and Limitations described below, that an Opportunity Charged Battery will furnish not less than 60% 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.

**AMPERE-HOUR THROUGHPUT LIMITATION:** In the case where the Opportunity Charged Battery is equipped with Stryten Energy's recording device and amp-hour throughput is measured, the Opportunity Charged Battery is covered for five (5) years<sup>†</sup> or until the total number of design amp-hours have been used, whichever comes first. The ampere-hour based warranty is based on 1500 design life equivalent cycles where one equivalent cycle is equal to 80% of the data plate ampere-hour capacity.

<sup>†</sup> Four (4) years if using an approved competitor's charger and data recording device.

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

1. The Opportunity Charged 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 Opportunity Charged Battery to its local Stryten Energy sales representative. The application is approved by Stryten Energy Application Engineering in writing prior to sale.
2. The Opportunity Charged 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.
3. The use of the Opportunity Charged Battery is limited to 6-day weeks and 312 days per year.
4. Maximum discharge of the Opportunity Charged Battery is limited to no more than 80% of the battery's rated capacity.
5. The Opportunity Charged Battery is not exposed to excessive cold, excessive heat, casualty, misuse, abuse, or other damage or deterioration. The average electrolyte temperature of the Opportunity Charged Battery shall not drop below 60°F (15°C).
6. The Opportunity Charged Battery has not been equipped with an unapproved single point watering system.
7. Stryten Energy's representative has been permitted, upon request at reasonable hours and intervals, to inspect the Opportunity Charged 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.
8. The Opportunity Charged 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.
9. The Opportunity Charged Battery has been charged with only one charging method.
10. Maximum charging start rate is limited to less than 30 amps per 100 amperes or less per 100 ampere-hours of the battery data plate rated capacity.
11. 100% of the energy removed from the Opportunity Charged Battery is returned within the same 24-hour period.
12. The Opportunity Charged Battery temperature does not exceed 125°F (51.6°C)
13. Total ampere-hour throughput for the Opportunity Charged Battery shall not exceed 120% of the battery's rated capacity in any twenty-four (24) hour period unless approved in writing by Stryten Energy Applications Engineering after a thorough review.

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. An Opportunity Charged 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 Opportunity Charged Battery, not authorized by Stryten Energy, shall void all warranties. If the Opportunity Charged Battery is used without an approved temperature monitoring device that provides active charge control, the Opportunity Charged Battery shall be voided of all warranty.



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**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 Opportunity Charged 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 Opportunity Charged Battery to a Stryten Energy-designated and authorized service center. All transportation and other handling charges incurred in connection with shipment of the Opportunity Charged Battery to the service center and the return shipment of the repaired Opportunity Charged 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 Opportunity Charged 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 an Opportunity Charged 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.

The parties hereby mutually accept the above Limited Warranty as part of the negotiated terms and conditions of sale applicable to all Flooded Motive Power Batteries with an OPC in the part number suffix 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**

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