AGM220 VALVE REGULATED BATTERY

LIMITED WARRANTY

Previously Marathon Pow'r Pak LD. This Limited Warranty is entered into between Stryten Energy and the Original User ("User") with respect to AGM220 Valve Regulated battery for Class III Walkie Pallet lift trucks.

BATTERY LIMITED WARRANTY: Stryten Energy warrants the AGM220 battery system (the "Battery") to the User, subject to the conditions described below, when used in an appropriate electric walkie pallet lift truck application, will be free from defects in material and workmanship for a period of TWELVE (12) MONTHS from the date of shipment, as shown on the shipping documents (the "Limited Warranty Period") or 250 CYCLES (Based upon Ampere Hour (Ah) throughput), whichever occurs first. One CYCLE will be calculated as 132.5Ah. e.g., 184Ah (Nameplate Rating) x 80% Depth of Discharge x 90% (Average capacity over service life) = 132.5Ah/Cycle (33,120 total lifetime Amp Hours). If the Battery fails to provide at least 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 during the Limited Warranty Period, Stryten energy will, at its option, repair or replace the Battery or its components, as necessary, at Stryten Energy's expense (parts and labor). The User will be responsible for any freight charges, F.O.B. Stryten Energy's facilities. The repaired or replaced battery system will be covered under this Limited Warranty for the remainder of the Limited Warranty Period on the original Battery. The original battery will become the property of Stryten Energy.

For individual Marathon Element blocs not being used in a Stryten Energy-originated battery system, the warranty period is 90 days.

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

1. The vehicle application meets the size, design and capacity requirements for the Battery; maximum is a 4500lb. Class-III lift and two (2) to four (4) hours daily use at maximum capacity.

2. At no time shall the Battery housing be opened or removed or the vent caps exposed.

3. The use of the Battery is limited to light duty.

4. Maximum discharge is limited to 80% of the Battery's rated capacity.

5. The Battery will not be exposed to fire, freezing, excessive heat, casualty, misuse, abuse, or other damage or deterioration.

6. Stryten Energy's representative shall be permitted, upon request at reasonable hours and intervals, to inspect the Battery, observe its conditions of use, examine the User's service log and download the chargers recorded data to determine whether or not the Limited Warranty conditions have been met. In cases where the recorded data is not available, warranty coverage will be NINE (9) MONTHS, and there will be no consideration for CYCLES or AMP HOUR throughput.

LIMITATIONS: THE WARRANTY STATEMENTS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED HEREIN MAY NOT BE ASSIGNED OR TRANSFERRED BY THE ORIGINAL USER, AND ARE THE EXCLUSIVE REMEDY FOR ALL CLAIMS, DAMAGES OR LOSS ARISING OUT OF DEFECT OR FAILURE OF A AGM220 BATTERY SYSTEM WITH ONBOARD CHARGER, AND STRYTEN ENERGY IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, COMMERCIAL, OR PROPERTY LOSS OR DAMAGE, WHETHER BASED UPON TORT, STRICT LIABILITY, OR CONTRACT OBLIGATION.

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