



M-SERIES

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AGM VRLA DIESEL STARTING BATTERY LIMITED WARRANTY AND WARRANTY ADJUSTMENT

Previously Element SLS. This Limited Warranty and Warranty Adjustment Agreement is entered into between Stryten Energy and the Original User with respect to M-SERIES SLS (Formerly ELEMENT SLS) Absorbed Glass Mat (AGM) Valve-Regulated Lead Acid (VRLA) Motive Power Batteries for diesel railroad locomotive starting use (“Diesel Starting Battery”).

LIMITED WARRANTY: Stryten Energy warrants to the Original User, subject to the Conditions and Limitations described below, that a Diesel Starting Battery, when used in an appropriate industrial electric vehicle motive power application (a “Covered Battery”), will be free from defects in materials or workmanship for the following Limited Warranty Period:

For Original Users in the United States of America, Canada, and Puerto Rico:

Two (2) years All plate sizes

Freight charges paid by:

Stryten Energy

For original users in all other countries:

One (1) year All plate sizes

Freight charges paid by:

Original User

from the original date of purchase.

If a 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).

WARRANTY ADJUSTMENT: Stryten Energy further warrants to the Original User, subject to the Conditions and Limitations described below, that a Covered Battery will, for a period of:

For Original Users in the United States of America, Canada, and Puerto Rico:

Six (6) years All sizes

Freight charges paid by:

Original User

For original users in all other countries:

One (1) year All plate sizes

Freight charges paid by:

Original User

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, in accordance with BCI-I-2, latest revision.

If a Covered Battery fails to perform as warranted during the Warranty Adjustment Period, Stryten Energy will either (a) repair the battery to perform as warranted or (b) accept return of the battery and provide the Original User a pro-rated credit against the purchase of a replacement Diesel Starting 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 number of months in the combined period of the Limited Warranty and Warranty Adjustment 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 Covered Battery meets the size, design, and capacity requirements for the diesel railroad locomotive in which it is used.
2. 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.
3. Maximum discharge of the battery is limited to no more than 80% of the battery’s rated capacity.
4. The battery is not exposed to freezing, excessive heat, casualty, misuse, abuse, or other damage or deterioration.
5. 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.



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Any occurrence of “opportunity charging”, rapid charging, or other charging regimes not recommended in the Stryten Energy printed 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 Covered 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 Covered Battery was purchased and, as directed, return the battery to a Stryten Energy-designated and authorized service center. 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 with this Agreement. If, pending repair or replacement of a covered 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 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 Diesel Starting Batteries shipped to the Original User for diesel railroad locomotive starting 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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