



E-SERIES

AGM155/180 >>>

AGM155/180 STATIONARY BATTERIES WARRANTY

LIMITED REPLACEMENT WARRANTY: Stryten Energy warrants to the Original User (“User”) that all AGM155 or AGM180 stationary batteries will be free from defects in materials or workmanship for a period that is either sixty eight (68) months from the date of shipment or five (5) years from the date of installation, whichever is shorter (the “Limited Replacement Warranty Period”). The User shall promptly report any alleged defects to Stryten Energy and permit examination by Stryten Energy service personnel. If Stryten Energy finds the AGM155 or AGM180 stationary battery has failed to perform due to defects in materials or workmanship during the Limited Replacement Warranty Period, Stryten Energy will, at its option, either repair the battery or provide a replacement at Stryten Energy’s expense (parts and labor), F.O.B. Stryten Energy’s factory. The User will be responsible for any transportation or shipping charges. The original battery will become the property of Stryten Energy .

LIMITED WARRANTY CONDITIONS: Stryten Energy also warrants to the User that AGM155 or AGM180 stationary batteries used within the United States and Canada in float service will furnish at least 80% of their rated capacity provided that the following conditions are satisfied:

1. The batteries are handled, stored, and installed in accordance with Stryten Energy’s published instructions furnished with the batteries, and
2. The batteries are operated in conjunction with a full-float, voltage-regulated charger and otherwise used and maintained in accordance with Stryten Energy’s published instructions furnished with the batteries, and
3. The average monthly ambient temperature in the area of use for any year is established not to exceed 95°F (35 ° C), for High Temp (FTX) VRLA bloc battery type. The User shall maintain complete records on-site regarding the temperature and conditions of use and the maintenance performed, and shall permit examination of these records by Stryten Energy . The User shall promptly report the failure of any AGM155 or AGM180 stationary battery to perform to Stryten Energy , and permit examination of the batteries by Stryten Energy service personnel.
4. Stryten Energy recognizes ohmic measurements as a tool in determining the need for additional data collection (i.e. capacity testing). Ohmic measurements alone (and, in particular, “snap shot” data) are not sufficient to initiate replacement under warranty.

If Stryten Energy finds that the batteries have not satisfied this warranty, Stryten Energy will either (a) repair the battery to perform as warranted or (b) accept return of the battery and provide the User a credit against the purchase of a replacement AGM155 or AGM180 stationary battery of equal or greater capacity, F.O.B. Stryten Energy’s factory. If the battery is repaired, the User will be responsible for all expenses (parts and labor) to the extent such expenses exceed the net purchase price of the battery. In no event shall the User return the batteries to Stryten Energy’s factory without Stryten Energy’s prior authorization.

LIMITATIONS ON FIVE-YEAR LIMITED REPLACEMENT WARRANTY: These Limited Warranties are the only warranties 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. These Limited Warranties may not be assigned or transferred by the User and set forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of any AGM155 or AGM180 stationary 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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

STRYTEN ENERGY

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