



E-SERIES

AGM325/370/539 >>>

## AGM325/370/539 STATIONARY BATTERY WARRANTY

**LIMITED WARRANTY:** Stryten Energy warrants to the “User”, subject to the Conditions described below, that a AGM 325/370/539 stationary battery, when used within the United States, Mexico, and Canada in full float service (“Covered Battery”) will be free from defects in materials or workmanship for a period that is either 42 months from the date of shipment or 36 months from the date of installation, whichever is shorter. The User shall promptly report any alleged defects to Stryten Energy and permit examination by Stryten Energy authorized service personnel. The original battery will become the property of Stryten Energy.

If Stryten Energy finds the Covered Battery has failed due to defects in materials or workmanship Stryten Energy will replace any defective parts or batteries only (labor not covered), FCA (INCOTERMS® 2010) Stryten Energy’s plant. If instructed by Stryten Energy, User must return all defective batteries or parts to Stryten Energy at User’s expense. User may not return defective batteries or parts to Stryten Energy’s factory without Stryten Energy’s prior authorization. Upon return or replacement, User releases to Stryten Energy all title and interest with respect to the returned battery or parts.

Stryten Energy also warrants to the User, subject to the Conditions described below, that a Covered Battery will furnish at least 80% of its rated capacity during the Warranty 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 must be handled, stored, and installed in accordance with Stryten Energy’s published instructions for the Covered Battery.
2. The Covered Battery must be operated and maintained in a temperature controlled environment between 70°F and 80°F using an approved full-float, voltage regulated charger with temperature compensated charge voltage per the Stryten Energy Installation & Operations Manual.
3. Capacity or performance testing shall be performed in accordance with IEEE-1188: IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve-Regulated Lead-Acid (VRLA) Batteries for Stationary Applications and subject to requirements as stated in the Stryten Energy Installation and Operations Manual.
4. Customer shall maintain complete annual records regarding the temperature, voltage, conditions of use, and maintenance performed, including initial charge and equalize charging, as per the Stryten Energy Installation and Operations Manual and must promptly provide these records to Stryten Energy upon request. User shall also promptly report any alleged defects to Stryten Energy, and permit examination of the batteries by its service personnel.
5. Repairs or modifications made to the Covered Battery without prior written consent of Stryten Energy will void this Limited Warranty. In no event shall the User return the Covered Battery to Stryten Energy’s factory without Stryten Energy’s prior authorization. The replacement battery and/or parts shall only complete the remaining unused portion of this Limited Warranty of the replaced battery. This Limited Warranty applies to the original user only, and does not apply if battery system is moved from original point of installation.

**LIMITATIONS ON LIMITED WARRANTY:** This Limited Warranty is the only warranty provided by Stryten Energy or Stryten Energy Manufacturing. 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 User and it sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of any Covered Battery. In no event shall Stryten Energy or Stryten Energy Manufacturing 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.

**STRYTEN ENERGY**

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