



# INDUSTRIAL BATTERY WARRANTY

For Opportunity / Fast Charging Applications



## WARRANTY – FERRO 80 SEHS SERIES

This Warranty Agreement entered into between Exponential Power, Inc "EP", and the Original End User is with respect to Exponential Power, Inc. motive power battery charger product lines as stated above, for industrial electrical truck battery charging usage.

Exponential Power, Inc. (hereinafter called "EP") warrants that each new industrial battery charger supplied by it, is of good workmanship and is free from any inherent mechanical defects, provided:

- 1) The product is installed and operated in accordance with generally accepted industrial standards and in accordance with the printed instructions supplied with the charger.
- 2) The charger is used under conditions for which it was designed and is not subject to misuse, negligence or accident.
- 3) The charger receives proper care, protection, and maintenance under supervision of competent personnel.
- 4) The charger is used within the published performance rating for the unit involved.
- 5) The charger is used exclusively by the original end-user and by no other persons.
- 6) PERSONS COVERED: The charger is fully warranted for 5 years from the date of shipment by EP to the original end user, with the following exceptions:
  - a. Fuses are not warranted unless found to be defective prior to use.
  - b. Keypads are wearable parts and are not warranted unless found to be defective prior to use. Keypads will be replaced parts only for the first two years.

## LIMITATIONS

- 1) Any claimed defect is subject to EP's inspection and judgment, after the original user at its expense has returned the defective product to Exponential Power, Inc. Menomonee Falls, WI.
- 2) EP's liability is limited to the repair of the defect or, at EP's option, the replacement of the defective parts. During the first 5 year warranty period, EP will bear all freight, (within the contiguous 48 states) parts, labor costs of such repair or replacement.
- 3) Replacement parts will be warranted for the remainder of the original warranty period as defined above, or for 30 days, whichever is greater.
- 4) EP shall not be liable for direct or indirect, special or consequential damages in excess of such repair or replacement.
- 5) In no event shall the original end user be entitled to recover for contingent expenses resulting from, but not limited to, telephone calls, faxes, travel expenses, lodging, duties and taxes, labor, rental of replacement equipment, loss of business or profits or other commercial losses.
- 6) USE OF DEFECTIVE PRODUCT: Continued use of a defective charger after discovery of a defect may void all warranties.
- 7) REPAIRED EQUIPMENT: Except as authorized in writing, this

warranty does not cover any equipment that has been repaired by any party other than an authorized EP service agent.

- 8) MODIFIED EQUIPMENT: This warranty is void if this equipment has been modified without written permission from EP.
- 9) NOT COVERED: Damage due to imbalance of incoming A/C line, line harmonics, (distortion), corrosion, water or dust ingress, or disconnecting the charger while under load will not be covered.

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND ORIGINAL END USER ASSUMES ALL RISK AND LIABILITY RESULTING FROM USE OF THE PRODUCT. SBS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR EP ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE PRODUCT AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

## WARRANTY REGISTRATION

Name of Original User \_\_\_\_\_  
 Signed \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_ Battery Type \_\_\_\_\_  
 Serial # \_\_\_\_\_

## CORPORATE HEADQUARTERS

Exponential Power, Inc.  
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Menomonee Falls, WI 53051

