

LIMITED WARRANTY OF SLA/VRLA BATTERIES

This warranty covers Oracle Battery Brand batteries of FS, HD, DC, GDC and HR series manufactured specially for Standby and Deep Cycle applications. Oracle Battery Brand is owned by Adore Battery Inc.; therefore, all references in this document to Oracle Battery also apply to Adore Battery Inc.

This warranty does not apply to batteries used in other applications.

12 month warranty for all capacity batteries.
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Oracle Battery warrants to the original purchaser of the SLA / AGM type of Valve Regulated Lead Acid batteries in above referenced series that said batteries will be free of defects in material and workmanship for the period specified above according to rated capacity range, commencing on the date stamped or customer purchase date on original invoice verifiable by Manufacturer's date code on the lid of batteries. Oracle Battery must be notified immediately upon suspicion of any possible defects **within 30 days** after receiving batteries or **within 30 days** after battery failure because of manufacturing defect only and be given the authority to inspect any applications or installations.

If Oracle Battery determines the batteries to be defective due to material or workmanship, it will repair or replace them, at its option, without charge.

A battery will not be considered defective unless it fails to deliver 80% or less of its rated capacity during claimed warranty period. Rated capacity is determined only by ampere load discharging at the rate specific to battery model while maintaining the battery voltage above 1.75 volts per cell for the corresponding specific time period.

This is in lieu of all other warranties, expressed or implied, including any warranties which extend beyond the description of the face hereof. In no event shall Oracle Battery be liable for labor, consequential, or incidental losses or damages. The repaired or replacement battery shall complete the remaining portion of the warranty for the original battery.

All claims are under the operating & warranty conditions below:

- 1) Warranty is limited to temperature not exceeding 25°C (77°F). Above 25°C (77°F), temperature compensation shall be required, and designed battery life performance is not guaranteed.
- 2) The permissible continuous AC ripple voltage at the battery terminals shall not exceed 1.5% peak to peak of the float charge voltage, and all not exceed 4% peak to peak instantaneously at any time.
- 3) The vents caps have not been tampered with or removed.
- 4) The batteries have not been contaminated by any foreign matter.
- 5) Warranty does not cover damage due to neglect or abuse such as improper installation, over-charging, over-discharging, abusive cycling, freezing, fire, flooding, or any acts of nature.
- 6) Registration, installation, and periodic inspection reports are to be maintained by the end user and made available to Oracle Battery upon request as required to support any warranty claim. At least once every six months, users shall complete an inspection report recording readings and information such as surface temperatures and float voltages. These records must be maintained for warranty claim purposes.

- 7) All maintenance functions have been performed as recommended in the Oracle Battery Optimizing Life document available on oraclebattery.com.
- 8) The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of charge/discharge cycles as published by Oracle Battery in individual battery specification sheets. The warranty period will be reduced by 50% for every 15°F (8°C) increase in operating temperature above 77°F (25°C).
- 9) Batteries or systems shall be provided with a freshening charge every 5-6 months, while in storage, prior to final installation. Storage: a dry area with ambient temperature no higher than 25°C (77°F) is required for full life optimization.
- 10) Warranty only applies to batteries used in the United States.

All defective and replaced batteries are subject to return to Oracle Battery warehouses at Oracle Battery's option. Freight charges for the return (only) may be billed back to Oracle Battery if they have been confirmed as defective after analysis. Returned batteries become the property of Oracle Battery.

CLAIMS:

1. Contact original point of purchase for instructions on applicable warranty claim procedures.
2. Upon satisfactory proof of claim, as determined by Oracle Battery, Oracle Battery shall replace, at their option, any defective battery as outlined above exclusive of labor.
3. Oracle Battery will not accept any product for return, credit, or exchange unless expressly authorized by Oracle Battery in writing and returned prepaid to one of Oracle Battery's warehouses.
4. All defective and replaced batteries, if returned, become the property of Oracle Battery.

ORACLE BATTERY SHALL NOT BE LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE ORACLE BATTERY HARMLESS FROM, ANY CLAIMS AND LIABILITIES ARISING OUT OF THE USE, MAINTENANCE, TRANSPORTATION, OR INSTALLATION OF ANY EQUIPMENT WARRANTED HEREUNDER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOLE LIABILITY OF ORACLE BATTERY IS SET FORTH UNDER THE CLAIMS PARAGRAPH ABOVE. ORACLE BATTERY SHALL NOT HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE EQUIPMENT. THIS WARRANTY IS NONTRANSFERABLE, AND GOVERNED BY AND CONSTRUED UNDER NEW YORK STATE LAWS.

MODIFICATIONS

NO REPRESENTATIVE, SALESPERSON, AGENT, DISTRIBUTOR, OR EMPLOYEE OF ORACLE BATTERY IS AUTHORIZED TO MODIFY ANY OF THE TERMS OF THIS WARRANTY, UNLESS MODIFICATIONS ARE MADE IN WRITING AND SIGNED BY AN AUTHORIZED ORACLE BATTERY / ADORE BATTERY INC. OFFICER.

THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN ORACLE BATTERY AND USER WITH RESPECT TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS, OR AGREEMENTS RELATING TO THIS SUBJECT.

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