

WARRANTY STATEMENT FOR VALVE-REGULATED LEAD-ACID STATIONARY BATTERIES

WARRANTY - INDOOR TELECOM FLOAT SERVICE

NorthStar Battery Company warrants to the original purchaser (User) that NorthStar NSB batteries shall be free from defects in material and workmanship for a period of 3 years from the date of shipment when operated at 77° F (25°C). The user shall promptly notify NorthStar Battery Company in the event of an alleged defect. If NorthStar Battery Company determines the battery to be defective, it may, at its sole discretion, repair the battery or provide a replacement FOB its factory without charge except for freight.

WARRANTY - INDOOR UPS SERVICE

NorthStar Battery Company warrants to the original purchaser (User) that NorthStar NSB batteries shall be free from defects in material and workmanship for a period of 2 years from the date of shipment when operated at 77° F (25°C). The user shall promptly notify NorthStar Battery Company in the event of an alleged defect. If NorthStar Battery Company determines the battery to be defective, it may, at its sole discretion, repair the battery or provide a replacement FOB its factory without charge except for freight.

WARRANTY - OUTDOOR FLOAT SERVICE

NorthStar Battery Company warrants to the original purchaser (User) that NorthStar NSB batteries shall be free from defects in material and workmanship for a period of 1 year from the date of shipment when installed in outdoor, uncontrolled environments. Additional battery life and performance warranty beyond one year will be developed on a case-by-case basis and dependent upon the application conditions.

If NorthStar Battery Company determines the battery to be defective, it may, at its sole discretion, repair the battery or provide a replacement FOB its factory without charge except for freight.

<u>CONDITIONS AND LIMITATIONS</u> All claims shall be subject to the following conditions and limitations

- 1. The battery operating temperature for indoor float service applications shall not exceed 77° F (25°C). Appropriate documentation to verify temperature shall be required for all claims. Failure to maintain the recommended temperature shall null and void this warranty.
- 2. The battery shall be the proper size, design, and capacity for the application.
- 3. The battery shall be handled, stored and installed in accordance with NorthStar Battery Company published instructions. Final installation shall be completed 12 months from date of shipment.
- 4. The battery shall be operated in conjunction with a current limited, constant voltage charger, and otherwise operated and maintained in accordance with NorthStar Battery Company published instructions. Failure to keep maintenance records shall null and void this warranty.

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- 5. For UPS, cyclic and non-telecommunications applications, the battery shall be installed with an approved cycle monitor before any load is placed on the battery.
- 6. The User shall permit examination of the battery by a NorthStar Battery Company representative.
- 7. The battery shall be considered defective if it fails to deliver 80% of its rated capacity during the stated warranty period when tested in accordance with IEEE Std. 1188- IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve-Regulated Lead Acid (VRLA) Batteries for Stationary Applications, Clause 7.
- 8. Only the remaining unused portion of the original battery's warranty shall apply to the replacement battery.
- 9. This warranty is void if the battery is subject to misuse, abuse or physical damage or if the battery becomes unserviceable due to fire, wreckage, freezing or any act of God.

THE ABOVE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL NORTHSTAR BATTERY COMPANY BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, AND EXCEPT AS STATED HERIN, NORTHSTAR BATTERY COMPANY SHALL NOT BE LIABLE FOR ANY DEFECTS IN, OR ANY BREACH OF CONTRACTS RELATING TO THE QUALITY OR PERFORMANCE OF THE ABOVE EQUIPMENT UNDER ANY THEORY OF LAW.

THIS LIMITED WARRANTY APPLIES TO THE ORIGINAL PURCHASER (USER) AND IS NON-TRANSFERRABLE.

RETURNED MATERIALS- In no event shall the User return material to NorthStar Battery Company without prior written authorization. The User shall be responsible for all costs incurred in returning material and for secure packaging or returned materials to provide the best possible assurance against damage in the shipment. Batteries shall not be returned to NorthStar Battery Company without special instructions for handling and shipping.

Issued To:

Authorized By:

NSB Position:

Date:

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