

# HIGH RATE MAX

## C&D Technologies, Inc. High Rate Discharge Applications Limited Warranty

All C&D Technologies, Inc., batteries are warranted to be free from defects in material and workmanship. Should a claim arise, the following is our limited warranty policy.

UPS HIGH RATE MAX Series (AGM VRLA Design) - 3 YEAR

### CONDITIONS:

1. A battery will not be considered defective unless it fails to deliver 80% or less of its rated capacity during the warranty period.
2. Each battery must be the proper size, design, and capacity for its intended application at 25 degrees Centigrade (in a UPS Application).
3. Each battery must be charged, discharged, stored and serviced in accordance with the manufacturer's instructions. The limited warranty is invalid if the battery is subject to misuse, abuse or physical damage.
4. User agrees that the manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals.
5. The Warranty Period shall be adjusted based on actual operating conditions such as temperature and frequency of discharge as published by C&D Technologies, Inc. The Warranty Period will be reduced 50% for every 8 degrees Centigrade increase in operating temperature above 25°C (base temperature).
6. The limited warranty is rendered void if the battery becomes unserviceable due to fire, wreckage, freezing, neglect, abuse, or any act of God, the use of battery additions, or if the battery has been serviced by someone other than an authorized C&D Service Center.

### CLAIMS:

1. Contact original point of purchase for instructions on applicable warranty claim procedures.
2. Upon satisfactory proof of claim as determined by C&D Technologies, Inc., we shall repair or replace, at our option, any defective battery based upon the purchase price as outlined above exclusive of labor.
3. Not accept any product for return, credit or exchange unless expressly authorized by C&D Technologies, Inc. in writing and returned prepaid to our plant.
4. All defective and replaced batteries, if returned, become the property of C&D Technologies, Inc.

C&D TECHNOLOGIES, INC. SHALL NOT BE LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE C&D TECHNOLOGIES, INC. 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 C&D TECHNOLOGIES IS SET FORTH UNDER THE CLAIMS PARAGRAPH ABOVE. C&D TECHNOLOGIES, INC SHALL NOT HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER (USER) OF THE EQUIPMENT IS NONTRANSFERABLE, AND GOVERNED BY AND CONSTRUED UNDER PENNSYLVANIA STATE LAWS.

## C&D TECHNOLOGIES, INC.

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