

PLX & PLH WARRANTY OF VRLA BATTERIES FOR UPS & TEL standby APPLICATION

LEOCH BATTERY CORP

This warranty covers **Leoch International Technology Limited** batteries of PLX & PLH series manufactured specially for standby TEL, UPS, and Utility applications.

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

• 60 month Full warranty for All Pure Lead Batteries

Leoch International Technology Limited warrants to the original purchaser that **AGM type of Valve Regulated Lead Acid batteries** in **PLX and PLH series** will be free of defects in material and workmanship for the period specified above according to rated capacity range, commencing on the date stamped on the lid of batteries. Leoch Battery must be notified immediately upon suspicion of any possible defects **within 30 days** after receiving batteries and be given the authority to inspect any questionable sites.

If LEOCH determines the batteries to be defective due to material or workmanship, it will repair or replace them, at its option, without charge FOB Shipping Point.

A battery will not be considered defective unless it fails to deliver 80% or less of its rated capacity during claimed warranty 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 LEOCH be liable for 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 quaranteed.
- 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 anytime.
- 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, 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 LEOCH on request as required to support any warranty claim. At least once six month, users shall complete an inspection report recording readings and record information like 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 Leoch Battery Service Manual.
- 8) The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of charge/discharge cycles as published by Leoch. 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 (in a UPS application).
- 10) Warranty only applies to batteries used in the United States and Canada.

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

CLAIMS:

- 1. Contact original point of purchase for instructions on applicable warranty claim procedures.
- 2. Upon satisfactory proof of claim as determined by Leoch Battery Corp. we shall replace, at our option, any defective battery as outlined above exclusive of labor.
- 3. LEOCH will not accept any product for return, credit or exchange unless expressly authorized by LEOCH in writing and returned prepaid to our plant.
- 4. All defective and replaced batteries, if returned, become the properly of LEOCH.

Leoch Battery Corporation (LEOCH) SHALL NOT BE LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE LEOCH HARMLESS FROM ANY CLAIMS AND LIABILITIES ARISING OUT OF THE USE, MAINTENANCE, TRANSPORTATION, OR **EQUIPMENT WARRANTED HEREUNDER.** INSTALLATION OF ANY 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 LEOCH BATTERY CORP IS SET FORTH UNDER THE CLAIMS PARAGRAPH ABOVE. LEOCH 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 CALIFORNIA STATE LAWS.

MODIFICATIONS

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

THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN LEOCH 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.

TERMS AND CONDITIONS

THE LEOCH BATTERY CO. TERMS AND CONDITIONS ARE AVAILABLE ON OUR WEBSITE AT WWW.LEOCH.us. PLEASE READ IN DETAILS.

Effecting from 9/1/2015

Leoch International Technology Limited www.leoch.us