

GENERAL WARRANTY OF VRLA BATTERIES

LEOCH BATTERY CORP

This warranty covers Leoch Battery Corp batteries of XP series manufactured for **Uninterrupted Power Supplies** (**UPS**) application.

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

Battery Model	Application	Warranty
ХР	UPS	36 Months

Leoch International Technology Limited warrants to the original purchaser that AGM type of Valve Regulated Lead Acid batteries in XP 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 70% or less of its rated capacity during claimed warranty period after fully charging.

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 orreplacement battery shall complete the remaining portion of the warranty for the original battery.

All claims are under the operating & warranty conditions below:

- 1) The battery shall be the proper size, design, and capacity for the UPS system.
- 2) Annual discharge no more than 30 times. Warranty does not cover repeated consecutive discharge without a full complete recharge.
- 3) 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.
- 4) 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, or if the serial numbers have been altered, defaced, or removed.
- 5) Warranty is limited to average temperature not exceeding 25°C (77°F). Every 15°F (8°C), or portion thereof, in excess of the Ambient Battery Operating Temperatures guidelines listed above will reduce the life (warranty) by 50%. Cell temperature shall not exceed 30 °C (86 °F) for any 30-day period. Operation or storage of any product for any length of time in an environment having a temperature above 45 °C (113 °F) will void the warranty with respect to this product. Operation with temperature variation is no more than 5°F (2.78°C) between cells.

- 6) Registration, installation and periodic inspection reports are to be maintained by the end user and made available to LEOCH Battery Corp on request as required to support any warranty claim. At least once every six months, users shall complete an inspection report recording readings and record information of surface temperatures, charging/discharging profile, and internal Ohmic reading of each battery under fully charged condition. These records must be maintained for warranty claim purposes.
- 7) Each report must be evaluated for batteries' trending data by end user or LEOCH within 2 weeks when the report is collected. If any anomaly occurred, end user must inform LEOCH for evaluation. And action, if needed, must be taken by end user to correct the anomaly.
- 8) All maintenance functions have been performed as recommended in the Leoch Battery Service Manual.
- 9) Product must be audited every six (6) months if stored above or below 77°F (25°C). Product must be boost charged before dropping below 2.05 VPC (12.3V for 12V batteries), or after twelve (12) months of storage or whichever occurs first. Product should be freshen charged before final installation.
- 10) THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the product or any part thereof or charges to remove same from any premises of User
- 11) THIS WARRANTY IS VOID if User allows any battery discharge below the minimum battery voltage cutoff point. The warranty is void if the user does not start recharging a discharged battery within 48 hours.
- 12) Any other make/model shall not be in the same battery bank as the Product
- 13) Only the remaining unused portion of the original battery's warranty shall apply to the replacement batteries.
- 14) The vents caps have not been tampered with or removed. The batteries have not been contaminated by any foreign matter.
- 15) Warranty only applies to batteries used in the United States and Canada. Movement of batteries from original point of installation shall immediately void this product warranty, except with the expressed written consent from Leoch Corporate.

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 property of LEOCH.

Leoch International Technology Limited <u>www.leoch.us</u>

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 INSTALLATION OF ANY 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 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 01/01/2018

Leoch Battery Corp. <u>www.leoch.us</u>