



BATTERY LIMITED WARRANTY POLICY

CSB conditionally warrants to PURCHASER of the Products namely the large HRL and XHRL product series (HRL12150W, HRL12200W, HRL12330W, HRL12390W, HRL12500W, XHRL12245W, XHRL12360W, XHRL12410W, XHRL12475W, XHRL12620W), that the Product, as delivered to North America (Canada and United States of America): (i) is free from defects in material, workmanship and title; (ii) conforms to CSB's published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"), and (iii) should PURCHASER discover and report any defects or nonconformities in the Product to CSB within a 36 months, CSB, upon satisfactory investigation of PURCHASER's claim, shall correct such defect or nonconformity either, at its sole option, (i) by repairing any defective or damaged part or parts of the Products; (ii) making available FOB PURCHASER's facility, a replacement Product or any necessary repaired or replacement parts; or (iii) providing a credit to PURCHASER in the amount of the purchase price of the Product, each exclusive of any labor, installation, transportation, service or test related costs or charges ("the Warranty").

Upon return by PURCHASER under the Warranty, all defective or nonconforming Products that are replaced by CSB shall become the property of CSB.

The Warranty is subject to the following conditions:

1. The Product must have been installed, charged, discharged, stored, used and maintained in accordance with CSB's current printed instructions and the Specifications.
2. The Warranty Period for any Product which has been installed in an environment where the temperature exceeds 25°C (77°F) shall be proportionately reduced by fifty percent (50%) for every 8°C increase in temperature above 25°C. Operation or storage of the Product for any length of time in an environment having a temperature above 50°C will void the Warranty.
3. The Warranty shall be void for any Product to the extent that the depth and number of discharges exceed any of the following:
 - a) 225 Cycles during the Warranty Period with a 30% discharge depth;
 - b) 185 Cycles during the Warranty Period with a 50% discharge depth; or
 - c) 100 Cycles during the Warranty Period with a 100% discharge depth.

The amount of cycling the batteries have been subjected to will be determined by a teardown analysis of the batteries in question.

4. A Product will not be considered defective or nonconforming if it has delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. This will be determined by recharging the battery for 48 hours, then discharging and measuring the amount of Ah used versus the Ah capacity of the battery.
5. Product must be of proper capacity and size for the intended UPS application.
6. The Product has not been subjected to misuse, abuse, or physical damage.
7. PURCHASER has promptly notified CSB of any defects or nonconformities and cooperated with CSB by making the Product available for assessment and/or repair by CSB.
8. It shall not be deemed necessary for defective or nonconforming Products to be returned to the CSB for credit if the quantity involved is ≤ 4 units. However, the claim must be accompanied by a LDI report containing the relevant readings and details of the failure. Quantities of > 4 units must be returned for CSB to determine the

failure mode.

9. Upon request of CSB, PURCHASER shall have promptly returned to CSB, FOB shipping point-freight prepaid, any Product believed to be defective or nonconforming. PURCHASER must request and receive from CSB a Return Material Authorization (RMA) for any Product believed to be defective or nonconforming prior to returning such Product to CSB.
9. The Warranty shall be enforceable by PURCHASER of the Products.
10. The Warranty shall be rendered void if the Product is serviced by any party other than a representative from one of PURCHASER's authorized Service Centers or a party which PURCHASER's Service Department has pre-approved in writing or if Product has not been serviced per PURCHASER's instructions.
11. The warranty will be void if a UPS battery is used in a non-UPS application, or a Telecom battery is used in a non-Telecom application.
12. The warranty will be void if the Product becomes unserviceable due to fire, wreckage, neglect, freezing, abuse, any act of God, the use of battery additions.
13. CSB makes no warranty and shall have no obligation for any damage to the Product caused by or resulting from abuse, misuse, neglect or any unauthorized repairs, maintenance or alterations of the Product.

The preceding paragraphs set forth the exclusive remedies of PURCHASER for all claims based on a defect in or nonconformity of the Product, whether the defect or nonconformity arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

CSB BATTERY'S LIABILITY FOR ANY BREACH OF THE WARRANTY IS LIMITED AS SET FORTH IN THE WARRANTY. THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL CSB BATTERY BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.