

GECI KOMPAK LIMITED BATTERY WARRANTY AGREEMENT

FOR ELECTRIC INDUSTRIAL LIFT TRUCKS

1 TO 3 YEARS LIMITED BATTERY WARRANTY

GECI KOMPAK flooded batteries containing five (5 or 2USI) through seven (7 or 3USI) plates per cell, assembled by Battelec, Inc. (hereinafter called the manufacturer), are warranted to be free of defect in workmanship and materials for a total period of thirty-six (36) months (1)(5) from the date of shipment.

In addition, the battery is warranted for a total period of thirty-six (36) months (1)(5) from the date of shipment to deliver 80% of the rated capacity at the six (6) hour rate when tested under supervision of the manufacturer. Where a battery is not placed into service immediately, the warranty period will commence when the battery is placed into service, but no more than thirty (30) days after shipment.

If defects in workmanship or materials are found within the warranty period or the battery fails to deliver 80% of its rated capacity at the six (6)hour rate as stated above, the manufacturer, in its sole discretion, will determine whether to repair or replace the battery or its parts. In such a repair or replacement, the warranty cover only the parts. No labor or other service expense are provided without any charge the manufacturer. When a battery replacement is issued within the thirty-six (36) months (1)(5) the replacement battery warranty will not exceed the warranty period remaining from the original battery. This warranty applies to the original purchaser (User) of the battery and is non-transferable. Freight and travel are the responsibility of the user, F.O.B. GECI Inc. The original battery/cell will become the property of GECI Inc. This warranty policy does not apply to batteries which are rented or leased to a third party by the original user.

Terms and conditions:

- A) This warranty is void if the battery becomes unserviceable due to fire, wreckage, misuse, physical damage, freezing, neglect, abuse, natural disaster, use of battery additives or if battery has been serviced, repaired or attempted to repair by anyone other than GECI or its representatives.
- B) The buyer (user) and GECI Inc. shall mutually agree each battery is of the proper size, design, and capacity to perform the duty cycle at time of purchase and must not be required to perform a duty cycle greater than this agreed value during this warranty period.
- C) User shall install, recharge and maintain each battery in accordance the manufacturer Inc. operating instruction. Failure to do so will void the warranty at the sole discretion the manufacturer.
- D) Battery operating temperature shall not exceed 45°C (115° F), nor drop below 10°C (50° F). 55°C (130° F) is the charging upper temperature limit and is not acceptable as an operating temperature.
- E) Use of each Battery must be limited to a six (6) workdays/week. Daily usage shall not exceed 80% (2)(6) of the battery nominal capacity per consecutive twenty-four (24)hours period. During the same twenty-four (24) hour period, 100% of the ampere hours (Ah) removed must be returned and in a civil year a maximum of 300 cycles can be used. (10)
- F) The battery must be charged on a properly sized charger which must demonstrate the ability to limit the maximum charger DC output amperes not to exceed 18 % (3) of the battery six (6) hour nameplate capacity rating. Also once per week (7 days period), an equalizing charge must be done to return the battery to nominal specific gravity with a cool down period time. Failure to do so will void the warranty at the sole discretion of the manufacturer.
- G) We recommend battery include a battery monitoring device (BMOD-T) that is capable of sharing temperature, water level, AH, name to the charger, so the smart charger is able to compensate charge curve and data log this information. (4)
- H)GECI Inc. authorized representatives shall have access to the Battery at reasonable hours and intervals for purposes of inspection.
- I) This limited warranty doesn't cover physical and thermal wear related to cables, connectors, intercells.
- J) The manufacturer, in its sole discretion, may require proof of purchase consisting of a copy of the original product invoice and proof of conformance with these terms and conditions.
- K) GECI Inc. shall not be responsible for consequential, incidental, indirect, special and punitive damages or for work done or expense incurred in connection with repair. User shall not continue to use the battery after discovery of a defect.
- L) The foregoing is the sole and exclusive remedy in discharge of this warranty. In no event GECI Inc. is liable for any damage, whether based upon alleged negligence, breach of warranty, breach of contract, or otherwise. Nor shall GECI Inc. be liable for any removal or installation expense, or the loss of time or profits. User assumes responsibility for all personal injury and property damage resulting for the handling, possession or use of the battery. In no event shall the liability of the manufacturer exceed the purchase price of the specific item with respect to which such damages are claimed. Costs of replacement, installation, travel expenses of a GECI Inc. representative and material freight expenses will be the responsibility of the user.
 - (1) A limited twelve (12) months warranty apply upon these components:
 - Onboard battery charger.
 - Electronic on battery. (Blinky light, Battery module (BMOD), audible alarm)
- (2) GECI authorized representatives shall have access to the Battery at reasonable hours and intervals for data collection of the BMOD device.
- (3) In opportunity charge applications, the number of cycles can not be considered to evaluate the battery expecting life. 24-month warranty