



## AVIATION BATTERY LIMITED WARRANTY

The EnerSys/Hawker batteries ("Product") are warranted by EnerSys Energy Products Inc. ("EnerSys") against defects in materials and in EnerSys' workmanship for twenty-four (24) months from installation date. If a record of the installation date is not available, the warranty is twenty-four (24) months from the manufacturer's shipping date as indicated on the Product label ("Limited Warranty").

The warranted shelf life is twenty-four (24) months when stored at 77°F (25°C) with an open circuit voltage check every twelve (12) months and a boost charge anytime the open circuit voltage has dropped below 25.5V. The Product's open circuit voltage during storage should never be allowed to drop to less than 25.2V or permanent damage may occur to the internal components. The Product's open circuit voltage during use should never be allowed to drop to less than 23.2V or permanent damage may occur to the internal components. When the Product is stored above 77°F (25°C), a capacity check (discharge followed by a full recharge) must be given every six (6) months as this will ensure that there is no performance degradation over the twenty-four (24) month shelf life.

EnerSys' sole obligation under this Limited Warranty shall be limited to the replacement of the Product. Such replacement will be made only after EnerSys has examined the Product and determined, in EnerSys' sole discretion, if such Product is defective in material or workmanship. During examination of returned Product, it is necessary to perform a destructive physical analysis; therefore, the battery cannot be repaired or returned after examination.

To enable an EnerSys examination of Product on which a claim is made under this Limited Warranty, the suspect Product must be returned to an EnerSys authorized facility by method of a Return Material Authorization (RMA) which can be obtained by calling EnerSys at the phone number below. EnerSys' acceptance of any items shipped to EnerSys shall not be deemed an admission that the Product so shipped is defective. The Product shipped back to EnerSys, shall, in EnerSys' sole discretion, become EnerSys' property.

The Product must be charged, installed, and maintained in accordance with the current Component Maintenance Manual (Document Number 2602-0018) published by EnerSys. Failure to do so will invalidate this Limited Warranty, at the sole discretion of EnerSys. Products that have been misused, abused, improperly stored, altered, or modified are not covered by this Limited Warranty. Products repaired or attempted to be repaired by anyone other than EnerSys, or anyone other than someone approved by EnerSys, are not covered by this Limited Warranty and any such repairs or attempted repairs shall render this Limited Warranty void.

**THIS LIMITED WARRANTY IS IN LIEU OF, AND ENERSYS DISCLAIMS AND EXCLUDES, ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERSYS' EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE PRODUCT WITHIN THE EFFECTIVE WARRANTY PERIOD, IN ITS SOLE DISCRETION. IN NO EVENT SHALL ENERSYS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL ENERSYS BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. CUSTOMER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCT. IN NO EVENT SHALL THE LIABILITY OF ENERSYS FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE PRODUCT.**

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to customer. This Limited Warranty gives the customer specific legal rights, which may vary from country to country and/or state to state. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Missouri without regard to Missouri's conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this Limited Warranty. This Limited Warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of EnerSys is authorized to make any warranty in addition to those made in this agreement.

