



WARRANTY AND ADJUSTMENT AGREEMENT COVERING HUP SOLAR-ONE BATTERIES FOR RENEWABLE ENERGY

Sold to _____ Shipped To _____
Charger Type _____ Location _____
Date Shipped _____ Serial Number _____

EnerSys Delaware Inc. ("EnerSys") warrants all General Battery™ Hup® Solar-One® batteries to be free from defects in workmanship and materials for the period stated in the following table, from the date of installation or no more than three (3) months from date of shipment, whichever comes first.

Table with 4 columns: Total Warranty Period, Full Credit, Parts, Labor¹, Freight², Full Credit, Parts Only, Prorated Credit. Rows: 120 Months, First 12 Months, 13 Through 84 Months, 85 Through 120 Months

¹ Service Center labor only. On-site labor is not covered.

² Covers freight to and from the Service Center or part replacement shipment to user. It does not include transportation charges for on-site service.

If the battery fails to deliver 80% of its rated capacity at the 20-hour rate within 84 months due to defects in workmanship or materials, the defective parts will be replaced by EnerSys exclusive of labor and freight.

In addition, if the battery fails to deliver 80% of its rated capacity at the 20-hour rate after 84 months, EnerSys will credit Northwest Energy an amount equal in dollars to the net purchase price of the original battery, multiplied by the months of unexpired life, divided by the number of months in the period stated above. Credit will be against the purchase of another Hup® Solar One® battery of equal or greater KWH capacity.

This warranty is subject to the following terms and limitations.

- 1. The User, Northwest Energy Storage and EnerSys mutually agree the battery identified above must be sized properly to perform the duty cycle originally intended.
2. The battery must be maintained in accordance with Northwest Energy Storage's current published Operating and Maintenance instructions.
3. Use of each battery must be limited to no more than four (4) 80% depth of discharge cycles per 7-day week and no more than 210 cycles per calendar year.
4. The battery must be charged on a properly sized charging system capable of delivering 10% to 20% of the battery AH charge rate.
5. All RE systems must have an AH metering device installed in accordance with the manufacturer's installation manual.
6. Use only distilled or deionized water.
7. This warranty does not cover physical damage due to acts of nature or man, which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear.
8. EnerSys assumes no responsibility for any work accomplished or expenses incurred except with express written consent.
9. This warranty applies to the original purchaser (User) of the battery and is nontransferable.
10. EnerSys, at its option, may require proof of purchase consisting of a copy of the original invoice.

EnerSys shall not be liable for indirect, incidental or consequential damages arising out of sale or relating to the use of this product. The purchaser assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the product.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REMEDIES, INCLUDING ACTIONS FOR CONTRACT OR NEGLIGENCE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. Only an EnerSys Corporate Marketing Representative may make signed, written changes to the warranty made in this agreement.



Signed _____

Date _____

P.O. Box 14145 / Reading, PA 19612-4145
www.enersys.com / 1-800-538-3627