

Limited Warranty Statement

LIMITED WARRANTY For Valve Regulated Lead Acid Batteries used in Staco Single Phase UNINTERRUPTIBLE POWER SUPPLY PRODUCTS

This Warranty, given ONLY to purchasers buying for commercial / industrial use in the ordinary course of purchaser's business: USA & Canada

ONE-YEAR WARRANTY:

Staco Energy Products Co. (Staco) warrants to the original end user of Valve Regulated Lead Acid (VRLA) Batteries purchased for commercial or industrial use in, and installed within, the continental United States or Canada that such VRLA Batteries will be free of defects in material and workmanship for one (1) year from the date of shipment from Staco, provided that commissioning of the UPS takes place within six (6) months from the date of shipment, and further provided that the other conditions of such warranty stated in this paragraph and specified below are met. Staco must be notified in writing immediately upon the discovery of any possible defects, and shall be the opportunity to inspect the VRLA Batteries and the site upon which they are installed. If Staco in Staco's sole discretion determines that the VRLA Batteries are defective due to material or workmanship, Staco will repair or replace, at Staco's option, the VRLA Batteries deemed by Staco to be defective. This warranty covers only the product cost of the VRLA Batteries. All shipping, packaging, freight, duties, taxes, repair or replacement labor, travel expenses, and other costs and expenses with respect to a repair or replacement of the VRLA Batteries shall be the cost of the end user.

For this warranty to apply to the VRLA Batteries, the following process must be adhered to:

- a) The original end user shall immediately notify Staco upon suspicion or discovery of any possible defects.
- b) The original end user shall issue a purchase order to Staco for the repair or replacement (as determined by Staco) of the VRLA Batteries.
- c) Staco will notify the original end user of shipping instructions for the return of the possible defective VRLA Batteries for analysis; or alternatively, will schedule a site visit with the original end user for inspection of the VRLA Batteries and the site.
- d) The manufacturer of the VRLA Batteries will analyze the returned Batteries and will issue a written report after review of the VRLA Batteries.
- e) Any applicable warranted product cost amount for a defective VRLA Battery determined through this warranty procedure will be pro-rated, as applicable, and applied to the original end user's Staco Energy Products Co. account.

GENERAL OPERATING & WARRANTY CONDITIONS:

For the warranty contained herein to apply to a VRLA Battery, the following conditions must be met:

1. Charging Float Voltage 2.25 to 2.30V.P.C.
2. Temperature:
 - A. Average annual ambient temperature shall not exceed 77°F.
 - B. Cell temperature shall not exceed 92°F for more than 30 days annually.
3. The vent caps have not been tampered with or removed.
4. The Batteries have not been contaminated by any foreign matter.
5. All registration, installation and inspection reports must be maintained by the end user, and must be made available to Staco immediately upon request.
6. All Batteries should be recharged immediately following a discharge. However, a maximum period of 72 hours is permissible if low voltage cut-off is used in the circuit. Batteries left in a discharge state run the risk of permanent damage, and shall not be covered by this warranty.
7. All maintenance functions have been performed in accordance with the Battery manufacturer's specifications and recommendations.
8. The warranty set forth herein shall not apply to broken containers, covers or terminals, and shall not apply to Batteries that have been frozen at any time or damaged in any manner, whether or not due to neglect, abuse, or other event such as fire, flooding, explosives, or any act of nature.
9. The warranty set forth herein shall not apply to Batteries that have not been used in accordance with their intended use or with any instructions for use, have been altered or modified in any manner, or have been used in a negligent manner.

NOTE: ALL BATTERIES ARE RATED TO GIVE 95% CAPACITY UPON SHIPMENT UNLESS 100% CAPACITIES ARE SPECIFIED BY CUSTOMER. THESE BATTERIES WILL REACH 100% RATED CAPACITY AFTER A MINIMUM OF 6 MONTHS FLOAT SERVICE.

Any technical advice furnished before or after the sale with regard to the use, application, or service of the VRLA Batteries is furnished without charge and represents Staco's judgment under the circumstances, but all use, application, or service of the VRLA Batteries shall be at the sole risk of the user. CONSULT THE MANUFACTURER FOR DETAILS ON FACTORY START-UP, PREVENTATIVE MAINTENANCE PROGRAMS AND EXTENDED WARRANTIES.

THE BATTERY WARRANTY STATED HEREIN SETS FORTH THE SOLE WARRANTY OF STACO WITH RESPECT TO THE VRLA BATTERIES, AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, THAT RELATE TO THE PRODUCTS REFERRED TO HEREIN. IN NO EVENT WILL STACO BE LIABLE FOR ANY AMOUNTS OTHER THAN AS SPECIFIED HEREIN, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, OR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, RESULTING FROM THE USE OF THESE PRODUCTS OR OTHERWISE, AND THE REMEDY SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND STACO'S ENTIRE LIABILITY WITH RESPECT TO THIS WARRANTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY OTHER REMEDY. IN NO EVENT SHALL STACO'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THE VRLA BATTERIES, WHETHER OR NOT ARISING HEREUNDER OR OUT OF OR RELATING TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO STACO FOR THE PRODUCTS. STACO NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR RESALE OF SUCH PRODUCTS, AND EXCEPT AS STATED IN THIS WARRANTY, STACO SHALL NOT BE LIABLE FOR ANY DEFECT IN, OR THE BREACH OF ANY CONTRACT RELATING TO, THE QUALITY OR PERFORMANCE OF THE UPS SYSTEM PARTS OR THE VRLA BATTERIES UNDER ANY THEORY OF LAW INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR MISREPRESENTATION.