## Gruber Power Services 1 Year Warranty Statement Valve-Regulated Lead-Acid Stationary Batteries

## Warranty - Standard 1 Year Batteries

Gruber Power Services (GPS) warrants to the original purchaser (User) the GPS batteries shall be free from defects in material and workmanship for a period of 1 year from the date of shipment when installed in an indoor controlled environment. The user shall promptly notify GPS in the event of an alleged defect. Additional battery life and performance warranty beyond one year will be developed on a case-by-case basis and dependent on application conditions.

If GPS determines the battery to be defective, it may, at its sole discretion, repair the battery, or provide a replacement FOB its factory without charge except for freight.

Conditions and Limitations

All claims shall be subject to the following conditions and limitations;

1 - The battery operating temperature for indoor float service applications shall not exceed 77 degrees Farenheit (+/- 10%). Appropriate documentation to verify temperature shall be required for all claims. Failure to maintain the recommended temperature range shall null and void this warranty.

2 - The battery shall be proper size, design, and capacity for the application.

3 - The battery shall be handled, stored, and installed in accordance with GPS published instructions. Final installation shall be completed 6 months from date of shipment.

4 - The battery shall be operated in conjunction with a current limited, constant voltage charging system, and otherwise operated and maintained in accordance with GPS published instructions. Failure to keep and produce maintenance records shall void this warranty.

5 - For UPS, Cyclic, and non-telco applications, the battery shall be installed with an approved cycle monitor before any load is placed on the battery.

6 - The user shall permit examination of the battery by a GPS company representative.

7 - The battery shall be considered defective if it fails to deliver 80% of its rated capacity during the stated warranty period when tested in accordance with IEEE Standard 1188. (IEEE Recommended practice for Maintenance, Testing, and replacement of Valve Regulated Lead Acid (VRLA) Batteries for Stationary Applications, Clause 7)

8 - Only the remaining unused portion of the original battery's warranty shall apply to the replacement battery.

9 - This warranty is void if the battery is subject to misuse, abuse, visible physical damage, or if the battery becomes unusable due to fire, wreckage, flooding, freezing, or any other acts of God.

The above stated warranty is in lieu of all other warranties, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness. In no event, shall GPS be responsible for any incidental or consequential damages or loss. As stated herein, GPS shall not be liable for any defects in, or any breach of contracts relating to the quality or performance of the above equipment under any theory of law. This limited warranty applies to the original purchaser (user) and is not transferable.

## **Returned Material**

In no event shall the user return material to GPS without prior written authorization and an RMA call tag. The user shall be responsible for all costs incurred in returning material and for secure packaging or returned materials to provide the best possible assurance against damage in the shipment. Product shall not be returned to GPS without special instructions for handling and shipping.