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## WARRANTY STATEMENT FOR RED VALVE-REGULATED LEAD-ACID STATIONARY BATTERIES

## WARRANTY

NorthStar Battery Company, LLC ("NorthStar Battery") warrants that its RED Battery ("battery") will be free from defects in material and workmanship for the "Applicable Period" set forth in the table below from the first to occur of (a) the date the battery is placed in service, or (b) the date that is six months after the date of shipment, all on the terms and conditions set forth in this warranty statement.

Site Temperature type:	RED Battery Applicable Period
А	3 years
В	1.5 years

## Electrical grid suitability:

The Red Battery meets the requirements of IEC 60896-22, section 4.13.3. This warranty is void if the battery is used in a more stringent application than required by IEC 60896-22, section 4.13.3.

## Site Temperature type:

- A. Level one temperature: The average day ambient temperature for battery in operation is ≤25°C/77F.
- B. Level two temperature: The average day ambient temperature for battery in operation is >25°C/77F but ≤35°C/95F.

This warranty is void if battery cell temperature exceeds 35 degrees Centigrade (95 degrees Fahrenheit) for more than 30 days in any 365-day period.

A defect means the battery fails to deliver 80% of its rated capacity during the warranty period when tested in accordance with IEEE Std. 1188- *IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve-Regulated Lead Acid (VRLA) Batteries for Stationary Applications*, Clause 7.

If a battery is defective during the warranty period, NorthStar Battery will, at its sole option, either repair the battery or provide a replacement battery FOB NorthStar battery's factory without charge.

This warranty covers the cost of the replacement battery or the labor costs to repair the battery, as applicable. This warranty does not cover any costs of replacement installation, including transportation costs of the replacement battery, labor costs to remove the defective battery and install the replacement battery, and travel costs of NorthStar Battery representative(s), which will be the responsibility of the original purchaser.

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Upon the repair or replacement of a battery, the warranty on the repaired battery or replacement battery will continue only for the remaining unused portion of the warranty period for the original battery.

This warranty extends to the original purchaser of the battery only and is not transferable, unless expressly approved by NorthStar Battery in writing.

If you have a warranty claim, please contact your nearest NorthStar Battery representative for instructions. Batteries must not be returned to NorthStar Battery without prior written authorization.

**<u>CONDITIONS AND LIMITATIONS-</u>** All warranty claims shall be subject to the following conditions and limitations:

- 1. The battery must be handled, stored (including maintaining state of charge), installed, operated and maintained in accordance with NorthStar Battery published instructions and recommendations, or this warranty is void.
- 2. Failure to keep maintenance records in accordance with NorthStar Battery published instructions shall void this warranty.
- 3. This warranty is void if (a) the battery is moved from its original installation without the prior written authorization of NorthStar Battery, (b) the battery is subject to misuse, abuse or physical damage, (c) the battery becomes unserviceable due to fire, wreckage, freezing or any act of God, or (d) the serial numbers have been altered, defaced or removed.
- 4. This warranty is void (a) if the battery is allowed to discharge below the minimum battery voltage cutoff point, or (b) the recharging of a discharged battery does not start within forty-eight hours of discharge.

THE ABOVE STATED WARRANTY IS IN LIEU OF, AND NORTHSTAR BATTERY DISCLAIMS, ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY FOR A BREACH OF THE ABOVE WARRANTY IS THE REPAIR OR REPLACEMENT OF THE DEFECTIVE BATTERY AS SET FORTH ABOVE. IN NO EVENT SHALL NORTHSTAR BATTERY COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY OTHER KIND, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOOD WILL, DOWNTIME, INTERRUPTION OF BUSINESS) DAMAGES.

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Date:	