



**RHINO BATTERY WARRANTY AGREEMENT
FOR ELECTRIC INDUSTRIAL LIFT TRUCKS
3 TO 5 YEARS BATTERY WARRANTY**

RHINO batteries containing nine (9) through thirty-three (33) plates per cell, assembled by Battelec Inc. (hereinafter called the manufacturer), are warranted to be free of defect in workmanship and materials for a period of sixty (60) months ⁽¹⁾⁽⁵⁾ from the date of shipment when charged with a charger approved by the manufacturer. In addition the battery is warranted for a period of sixty (60) months ⁽¹⁾⁽⁵⁾ from the date of shipment to deliver 80% of the rated capacity at the six (6) hour rate when tested under supervision of the manufacturer. Where a battery is not placed into service immediately, the warranty period will commence when the battery is placed into service, but no more than thirty (30) days after shipment.

If defects in workmanship or materials are found within the warranty period or the battery fails to deliver 80% of its rated capacity at the six (6) hour rate as stated above, the manufacturer, in its sole discretion, will determine whether to repair or replace the battery or its parts. In such a repair or replacement the warranty cover only the parts. No labor or other service expense are provide without any charge the manufacturer. When a battery replacement is issued within the first sixty (60) months ⁽¹⁾⁽⁵⁾ the replacement battery warranty will not exceed the warranty period remaining from the original battery. This warranty applies to the original purchaser (User) of the battery and is non-transferable. Freight and travel are the responsibility of the user, F.O.B. Battelec Inc. The original battery/cell will become the property of Battelec Inc. This warranty policy does not apply to batteries which are rented or leased to a third party by the original user.

Terms and conditions:

- A) This warranty is void if the battery becomes unserviceable due to fire, wreckage, misuse, physical damage, freezing, neglect, abuse, natural disaster, use of battery additives or if battery has been serviced, repaired or attempted to repair by anyone other than Battelec or its representatives.
- B) The buyer (user) and Battelec Inc. shall mutually agree each battery is of the proper size, design, and capacity to perform the duty cycle at time of purchase and must not be required to perform a duty cycle greater than this agreed value during this warranty period.
- C) User shall install, recharge and maintain each battery in accordance the manufacturer Inc. operating instruction. Failure to do so will void the warranty at the sole discretion the manufacturer.
- D) Battery operating temperature shall not exceed 45°C (115° F), nor drop below 10°C (50° F). 55°C (130° F) is the charging upper temperature limit and is not acceptable as an operating temperature.
- E) Use of each Battery must be limited to a six (6) work days/week. Daily usage shall not exceed 80% ⁽²⁾⁽⁶⁾ of the battery nominal capacity per consecutive twenty-four (24) hours period. During the same twenty-four (24) hour period, 100% of the ampere hours (Ah) removed must be returned and in a civil year a maximum of 300 cycles can be used. ⁽¹⁰⁾
- F) The battery must be charged on a properly sized charger which must demonstrate the ability to limit the maximum charger DC output amperes not to exceed 18 % ⁽³⁾⁽⁷⁾ of the battery six (6) hour nameplate capacity rating. Also once per week (7 days period), an equalizing charge must be done to return the battery to nominal specific gravity with a cool down period time. Failure to do so will void the warranty at the sole discretion of the manufacturer.
- G) We recommend battery include a battery monitoring device (BMOD-T) that is capable of sharing temperature, water level, AH, name to the charger, so the smart charger is able to compensate charge curve and data log this information. ⁽⁴⁾⁽⁸⁾
- H) Battelec Inc. authorized representatives shall have access to the Battery at reasonable hours and intervals for purposes of inspection. ⁽⁹⁾
- I) The manufacturer, in its sole discretion, may require proof of purchase consisting of a copy of the original product invoice and proof of conformance with these terms and conditions.
- J) Battelec Inc. shall not be responsible for consequential, incidental, indirect, special and punitive damages or for work done or expense incurred in connection with repair. User shall not continue to use the battery after discovery of a defect.
- K) The foregoing is the sole and exclusive remedy in discharge of this warranty. In no event Battelec Inc. is liable for any damage, whether based upon alleged negligence, breach of warranty, breach of contract, or otherwise. Nor shall Battelec Inc. be liable for any removal or installation expense, or the loss of time or profits. User assumes responsibility for all personal injury and property damage resulting for the handling, possession or use of the battery. In no event shall the liability of the manufacturer exceed the purchase price of the specific item with respect to which such damages are claimed. Costs of replacement, installation, travel expenses of a Battelec Inc. representative and material freight expenses will be the responsibility of the user.

(1) A limited thirty-six (36) months warranty plus an additional twelve (12) months warranty apply upon these conditions :

- (2) Maximum usage shall not exceed 120% of the battery six (6) hours capacity rating per consecutive twenty-four (24) hours period
- (3) The maximum charger DC output amperes not to exceed 25 % of the Battery six (6) hours nameplate capacity rating
- (4) To extend battery warranty from thirty-six (36) to forty-eight (48) months, battery must include a battery monitoring device (BMOD-T). This warranty is void if the BMOD is subjected to misuse, physical damage or abuse, if it demonstrates other than normal wear and tear and is unable to share and maintain data required by this warranty.

(5) A limited thirty-six (36) months warranty apply upon these conditions :

- (6) Maximum usage shall not exceed 160% of the battery six (6) hours capacity rating per consecutive twenty-four (24) hours period.
- (7) The maximum charger DC output not to exceed 50% of the Battery six (6) hour capacity rating, and in no case shall the charger start current exceed:
 - Six hundred (600) DC output amps (A) for batteries with four or six posts per cell and two (2) connectors per battery;
 - Four hundred (400) A for batteries with two posts per cell and two (2) connectors per battery; or
 - Three hundred twenty (320) A for batteries with a single connector.
- (8) Battery must include a battery monitoring device (BMOD) that is capable of recording and storing the battery amp-hour (Ah) discharged and battery temperature by charge and discharge event. This data is required to be collected and maintained for the life of the battery. This warranty is void if the BMOD is subjected to misuse, physical damage or abuse, if it demonstrates other than normal wear and tear and is unable to record and download data required by this warranty. (Example: *BMOD-T + USB* or *BMOD-3T*)
- (9) Battelec Inc. authorized representatives shall have access to the Battery at reasonable hours and intervals for data collection of the BMOD device.

- (10) In opportunity and fast charge application the number of cycles can not be considered to evaluate the battery expecting life.