

LIMITED WARRANTY TERMS AND CONDITIONS
VENTED LEAD ACID (VLA) – BCI TRACTION BATTERIES AND CELLS
Applicable for batteries used in traction cycling applications

Sunlight Batteries USA, Inc. guarantees to the original Purchaser (referred to as "User") that all SUNLIGHT VLA - BCI batteries and cells delivered in wet condition will be free from defects in material and/or workmanship for the following limited warranty period:

- Sixty 60 months with maximum 300 daily discharge-charge cycles per year for an average battery operating temperature less than 86°F and for a daily cycle up to 80% in depth of discharge.

The above limited warranty term is valid as from the date of shipment as determined from the bill of lading and applies when the batteries and cells are stored, installed, operated (in traction cycling application only), service and maintained according to the Installation, Operation & Maintenance Instructions provided exclusively by Sunlight Batteries USA, Inc.

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to Sunlight Batteries USA, Inc.

The User may be instructed

1. to hold the batteries and cells at the installation site and permit their inspection by Sunlight Batteries USA, Inc. representative for a minimum period of 6 months.
2. In special cases the claimed batteries and cells may be returned to Sunlight Batteries USA, Inc. for examination, at Sunlight Batteries USA, Inc. expense. The return of claimed batteries and cells requires prior written confirmation from Sunlight Batteries USA, Inc.

In case Sunlight Batteries USA, Inc. determines a battery or cell to be defective, it may, at its sole option, request the User to repair the defective battery or cell, and compensate the User solely for the material cost and labor (including the cost of shipment of the materials to User's premises).

A VLA battery or cell (type BCI) may be considered defective:

- if there are flaws in material or workmanship which have an effect on product safety, life or performance
- or if it fails to deliver
- initially, 85% of its C6 rated capacity, after proper installation and commissioning charge, as determined by a capacity test approved by Sunlight Batteries USA, Inc.
 - 80% of its C6 rated capacity, until the end of warranty period, as determined by a capacity test approved by Sunlight Batteries USA, Inc.

Rated capacity refers to the published performance ratings in Sunlight technical literature at the time of shipment.

The replacement or repaired battery or cell shall only be warranted for the remaining unused portion of the warranty of the original battery or cell.

The User is responsible and obliged to return any defective battery or cell to Sunlight Batteries USA, Inc. Upon return of any defective battery or cell by User, User releases to Sunlight Batteries USA, Inc. all title and interest with respect to the returned battery or cell.

If a claim is received and the cell(s) are not defective, (i.e., improper maintenance, damage, neglect), the cost and responsibility for removal of the battery or cell(s) and its shipment to Sunlight Batteries USA, Inc. premises, the freight & installation charges of the replacement battery or cell(s), and all other costs related to the replacement process will be the responsibility of the User.

TERMS AND CONDITIONS

1. Each battery must be properly sized in regards to weight and capacity for the duty cycle it is to perform. The battery must be matched to the proper size charger and proper control to recharge the battery. In case the battery charger is not provided or approved by Sunlight Batteries USA, Inc., the User is responsible for his selection.
2. Use in cold storage house requires special warranty terms.
3. This warranty is void if the battery or cell becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of God, or if the battery or cell is subject to misuse or physical damage, or if the battery or cell has been serviced, or repaired by someone other than an authorized Sunlight Batteries USA, Inc. service provider.
4. User must immediately discontinue the use of the battery or cell after discovery of a safety defect and report it to Sunlight Batteries USA, Inc. in writing. Otherwise, this warranty is void.
5. Damages related to transportation will be handled according to the each time agreed Incoterm.

This warranty applies only to the original purchaser and is non-transferable.

LIMITATIONS

Sunlight Batteries USA, Inc. shall not be liable for any special, indirect, incidental or consequential damages arising out of the sale or relating to the use, maintenance, transportation or installation of the battery or cell.

The User assumes responsibility for personal injury and property damage resulting from the handling, possession or use of the battery or cell.

In no event, shall the liability of Sunlight Batteries USA, Inc. for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the battery or cell. The assertion of a warranty claim in no case extends the warranty period.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter here for. No representing agent unless noted so by Sunlight Batteries USA, Inc. in writing is authorized to any warranty in addition to those made in this agreement.

This warranty is governed by and construed under the laws of USA. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.