



## Prime Power Battery Limited Warranty

Basic Energy, Inc. warrants to the original user, subject to the conditions described below that Prime Power motive power battery, when used in industrial truck application will be free from defects in material and workmanship for a period of TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT. Basic Energy, Inc. further warrants that the battery will furnish not less than 80% of the rated capacity of its brand new forklift battery counter-part. Exceptions to this are for 5, 7, 9 and 11 plate batteries.

In discharge of this warranty Basic Energy will, at its option: 1) Either repair the batter at its expense for both labor and parts or, 2) Furnish a suitable replacement battery. The repaired or replaced battery will also be in warranty but only for the remainder of this original warranty period.

### 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 Basic Energy, Inc., the User is responsible for their 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 Basic Energy, 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 Basic Energy, 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.

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 Basic Energy, 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.

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to Basic Energy, Inc. from the first occurrence of the defect.

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 Basic Energy, 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 Basic Energy, Inc. in writing is authorized to any warranty in addition to those made in this agreement.