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Ultracell (UK) Ltd **Limited Warranty**

Material and Workmanship

Ultracell (UK) Ltd warrants only to the original user that Ultracell batteries will be free of defects in material and workmanship for a period as follows:

12 months from date of shipping from Ultracell

Ultracell reserves the right to require the return of items being claimed under this warranty. Upon satisfactory proof of claim, as determined solely by Ultracell, we will make any necessary repairs or, at our option, exchange any defective batteries at our cost based on the original purchase price and the portion of the warranty remaining. Charges for correcting defects will not be allowed nor will we accept Ultracell batteries returned for credit or exchange unless the correction or return is authorized by us in writing.

Ultracell batteries are warranted to be free of defects in materials and workmanship, and are manufactured in accordance with Ultracell's specification. Should a claim arise the following is our limited warranty policy:

Conditions

1. A battery is not considered by Ultracell to be defective unless it fails to deliver 60% of its original rated capacity during the warranty period.
2. Each battery must be of the appropriate size, design, and capacity for the application it is being used in at 25°C or 77°F (float services only).
3. The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of charge / discharge cycles. The warranty period will be reduced by 50% for every 8° C or 15°F increase in operating temperature above 25°C /77°F (base temperature).
4. Each battery must be charged, discharged, stored and serviced in accordance with the manufacturers written instructions.
5. Ultracell is not responsible for batteries that fail due to improper charging (under or over) or installation; broken container, or cover; damage caused by fire, excessive heat, wreckage, explosion or freezing; or damage caused by abuse or neglect; or any act of God or Opening of batteries that are designed and intended in use as sealed products.



Claims

Upon satisfactory proof of claim as determined solely by Ultracell we will:

At our option either repair or replace the defective battery for a period of 12 months from the date of original purchase.

The liability of Ultracell (UK) Ltd is set forth above. Ultracell (UK) Ltd shall not have any liability to the purchaser/distributor, or to any other person, directly or indirectly or by way of indemnification, for consequential, incidental, special or direct damages, whether the claim for any such damages is based on warranty, tort, contract, or otherwise.