

**HOPPECKE Batteries, Inc.**  
**25 Year Limited Warranty and Pro-Rata Adjustment**  
**for batteries used in full float service and rail service with limited cycling**

HOPPECKE Batteries, Inc. warrants to the **original user**, that HOPPECKE fiber plate (FNC) flooded nickel cadmium batteries are warranted to be free from defects in material and workmanship. Should a claim arise, the following is the HOPPECKE limited warranty:

**2 Year Guarantee (Full Replacement)**  
**23 Years Adjusted Pro-Rata**

HOPPECKE warrants to the original user that HOPPECKE FNC nickel cadmium flooded batteries used in float service will furnish 70% of their rated capacity for a total of 25 years (2 year full; 23 years pro-rata) after date of shipment from HOPPECKE provided all terms of this warranty herein are met and complied with.

In the event of an alleged defect or workmanship, the **original user** should promptly notify HOPPECKE Batteries, Inc., **in writing**, and permit examination by its representative. Should HOPPECKE Batteries, Inc. determine that the batteries are defective as result of material or workmanship it may, at its sole discretion, repair or replace the material found to be defective – F.O.B. its factory without charge except for freight. A battery will not be considered defective unless it fails to deliver 70% of its rated capacity during the warranty period.

All claims are subject to all the following conditions and limitations for the limited warranty to apply:

**CONDITIONS & LIMITATIONS**

1. The yearly ambient temperature in the area of use in any year may not exceed 77°F (25°C).
2. Each battery must be the proper size, design and capacity for its intended application, at 77°F (25°C).
3. Each battery must be handled, stored, installed, charged, discharged, serviced and maintained in accordance with HOPPECKE printed and published instructions.
4. This warranty is void if the battery is subject to misuse or physical damage or if the battery becomes unserviceable due to fire, wreckage, freezing or any act of God (Force Majeure Event).
5. This warranty is void if battery additions other than the same HOPPECKE products are used.
6. User agrees that Manufacturer's representative shall have access to Goods furnished hereunder for purpose of inspection at reasonable hours and intervals in order for the warranty to apply.
7. All defective and replacement batteries, if returned, become the property of HOPPECKE Batteries, Inc.
8. Warranty does not apply to batteries used in cycle applications. Separate cycle application warranty applies.

**User agrees that, in order for this limited warranty to apply, User shall maintain complete and proper records for all items listed under conditions and limitations herein, and shall permit examination of those records by HOPPECKE Batteries, Inc.**

If HOPPECKE Batteries, Inc. should determine that the battery is defective within the pro-rata portion of the warranty period, HOPPECKE Batteries, Inc. agrees to repair or replace the defective battery F.O.B. Factory based on the following pro-rata formula to be applied against the purchase of a replacement product of equal or greater Ampere Hour capacity.

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**PRO-RATA CALCULATION FOR CREDIT**

((Net Original Purchase Price) x (Number of Months of Un-expired Warranty)) / Number of Months of Total Warranty = Applied Credit.

**Pro-rata credit to be applied against current list price.**

**CLAIMS**

1. Contact original point of purchase for instructions on applicable warranty claim procedures.
2. Upon satisfactory proof of claim as determined by HOPPECKE Batteries, Inc., we shall repair or replace, at our option, any defective battery based upon the purchase price less than the pro-rata adjustment as outlined herein exclusive of freight and labor.
3. HOPPECKE will not accept any product for return, credit or exchange unless expressly authorized by HOPPECKE Batteries, Inc. in writing and returned prepaid to our plant.

**RETURNED MATERIALS**

Material will not be accepted without a Return Material Authorization issued by HOPPECKE Batteries, Inc. in writing. User is responsible for costs of returning Goods, for secure packaging of returned Goods to provide the best possible assurance against damage in shipment, and for any damage in shipment. Batteries of any kind must not be returned to HOPPECKE Batteries, Inc. without special instructions for handling and shipping.

HOPPECKE BATTERIES, INC. SHALL NOT BE HELD LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE HOPPECKE BATTERIES, INC. HARMLESS FROM ANY CLAIMS AND LIABILITIES ARISING OUT OF THE USE, MAINTENANCE, TRANSPORTATION OR INSTALLATION OF ANY GOODS WARRANTED HEREUNDER. THE FORGOING LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE OF STATUTORY AND ALL OTHER LIABILITIES (CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION NEGLIGENCE) SELLER MAKES NO WARRANTY WHATSOEVER EXPRESS, IMPLIED OR STATUTORY TO ANY PERSON OR ENTITY OTHER THAN BUYER. IN NO EVENT SHALL HOPPECKE BATTERIES, INC. BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECTS IN THE GOODS OR ANY BREACH OF THE WARRANTY.

**THIS LIMITED WARRANTY, AS SET FORTH HEREIN, APPLIES TO THE ORIGINAL PURCHASER (USER) OF THE GOODS, IS NONTRANSFERABLE, AND GOVERNED BY AND CONSTRUED UNDER NEW JERSEY STATE LAWS.**

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