



## **CELLPOWER CPW-series Warranty Conditions**

All Cellpower CPW batteries are delivered without material and manufacturing defects, in accordance with the warranty clauses and claim conditions listed below.

### **Warranty clauses**

- The battery / the battery system must be installed and maintained in accordance with applicable Cellpower Installation and Maintenance conditions.
- The battery system must be covered by a basic maintenance contract.
- A battery / battery system will only be deemed faulty when it is no longer capable of supplying at least 80% of the originally certified capacity within the warranty period.
- Each battery must be stored, charged and discharged in the manner specified by the user manual.
- The user / operator / maintenance contractor shall allow access to the battery / battery system within a reasonable period, for the purposes of inspection, to any representative designated by Cellpower.
- The warranty period is voided when the battery / battery system is subjected to temperatures  $>30^{\circ}\text{C}$ .
- The warranty period is reduced by 50% in the event the temperature increases above  $25^{\circ}\text{C}$ .
- The warranty period is voided if the battery / battery system no longer meets its specifications due to inadequate maintenance, injudicious use, fire, wantonness, malice, etc.

### **Claims**

- In the event of a possible claim on these warranty conditions, the original Cellpower representative must be contacted.
- Here, claim procedures and forms are provided and the claim is considered.
- Should the validity of a claim be deemed sufficiently proven, a replacement battery / battery system will be made available.
- If the applicable extended warranty conditions are met, a battery / battery system will be fully replaced, with the inclusion of any replacement activities involved herein.
- These warranty conditions offer no obligation to carry out replacement activities where vertical transport, activities outside business hours, emergency repairs, and comparable performance factors outside common practice fall within the scope of said activities.
- For the purpose of any replacement based on these warranty conditions, additional / special activities will be carried out after prior consultation for the then-applicable assembly fee attached to said activities.
- Under no circumstances shall batteries be replaced / credited with assessment and/or approval which indicates the conditions of the warranty have been met.

### **Limitation**

- These warranty conditions are the only valid conditions for the CELLPOWER CPW product. Under no circumstances shall these warranty conditions justify compensation of damages or any consequential damages, which have been suffered due to inadequate performance of a Cellpower CPW battery, provided that this limitation is not invalidated by applicable law.



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