



HAWKER® ARMASAFE™ PLUS AND MILPC LIMITED WARRANTY

EnerSys Energy Products Inc. ("EnerSys") warrants the HAWKER® Armasafe™ Plus and MILPC batteries ("Battery") against defects in materials and in EnerSys' workmanship for thirty-six (36) months from the date of manufacture as indicated on the Battery label (the "Warranty Period"). EnerSys' sole obligation under this limited warranty shall be limited to the repair or replacement of the Battery or a refund of the original purchase price, in its sole discretion. Such repair, refund, or replacement will be made only after EnerSys has examined the Battery and determined, in its sole discretion, if the Battery is defective in material or workmanship.

To enable such EnerSys examination of a Battery on which a claim is made under this limited warranty, the suspect Battery should be returned to an EnerSys authorized facility with a Return Material Authorization (RMA), which can be obtained by calling EnerSys at 660-429-2165. The acceptance of a Battery shipped to EnerSys shall not be deemed an admission that the Battery is defective. The Battery shipped back to EnerSys shall, in EnerSys' sole discretion, become EnerSys' property and shall be subject to disposal or disposition.

Batteries replaced under the warranty provisions will be shipped with a yellow replacement warranty sticker and carry only the remainder of the original Warranty Period.

What is Not Covered by this Warranty?

- A. This limited warranty does not cover a Battery reaching its normal end of life, which may occur prior to the end of the warranty period stated above. Depending on the application, a Battery can reach its normal end of life before the end of the warranty period. The decision on whether a Battery has reached normal end of life will be made by EnerSys, in its sole discretion.
 - A Battery can deliver only a fixed number of usable amp-hours over its lifetime and is considered to have reached its normal end of life if the application uses up all of these amp-hours, regardless of the time the Battery has been in service. Therefore EnerSys reserves the right to deny a warranty claim if it determines the Battery to be at its normal end of life, even if the claim is filed within the applicable warranty period.
- B. This limited warranty does not cover any HAWKER Battery that is used, pre-owned, and/or purchased through unauthorized Internet channels (e.g. auction sites and unauthorized mass e-commerce sellers/resellers).
- C. This limited warranty does not cover any Battery that is damaged or destroyed as a result of one or more of the following:
 - Failure to charge, maintain or install the Battery in accordance with the current technical guidance published by EnerSys.
 - Willful abuse, misuse, physical damage, neglect or removal of the top decorative cover.
 - Use of Battery in conjunction with batteries of a different model or manufacturer.
 - Natural forces such as wind, lightning, or hail.
 - Damage due to fire, collision, explosion, vandalism, theft, penetration, or opening of the Battery's case in any manner.
 - Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be deeply discharged via a parasitic load, or mishandling of the Battery such as but not limited to using the terminals for lifting or carrying the Battery. Trickle chargers that do not have a regulated trickle charge voltage between 13.5V and 13.8V (no lower than 13.5V and no higher than 13.8V) will cause early failure of the Battery. Use of such chargers with the Battery will also void the Battery's warranty. For applications where an alternator is present, the alternator must deliver between 14.0V and 14.7V when measured at the Battery's terminals. (Consult the appropriate EnerSys Technical Manual for any necessary temperature compensation.) Alternators that do not have a regulated charge between 14.0V and 14.7V (no lower than 14.0V and no higher than 14.7V) will cause early failure of the Battery. Use of such alternators with the Battery will also void the Battery's warranty.
 - Failure to properly install the Battery or lack of metal jacket for high-temperature or heavy-vibration applications.
 - Repair or attempted repair of the Battery by anyone other than EnerSys or an authorized Manufacturer's representative.
 - Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
 - Use of the Battery for an application that requires higher cranking power, reserve rating, or capacity than the Battery is designed to deliver; or any other use of the Battery in applications for which it was not designed.

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- Prolonged installation of the Battery in a vehicle/application with fuel injection computers, alarms, GPS, and/or other electrical devices that require continuous battery power to support active memories. Such power drain must be offset with a maintenance-float charger, periodic charging, or disconnecting the Battery to prevent irreversible damage. A Battery with an open circuit voltage (OCV) of equal to or less than 10.0V will be deemed as over-discharged and void warranty due to misuse and/or neglect.
- **WARNING – DO NOT USE ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT, OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.**

Legal Limitations

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, MANUFACTURER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. MANUFACTURER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL MANUFACTURER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS.

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to the customer. This warranty gives the customer specific legal rights, which may vary from country to country and/or state to state. Except where subject to the Federal Acquisition Regulation ("FAR"), this warranty shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to Pennsylvania conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 shall not apply to this warranty. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

