

HELMAR INCORPORATED BATTERY WARRANTY

This warranty and adjustment is entered into between Helmar Incorporated "HELMAR INC" and original Purchaser (user) in respect to Helmar motive power batteries for Industrial truck usage.

Name of user: _____

Serial Number: _____

Address: _____

Purchase Order Number: _____

Helmar warrants to the original user, subject to the conditions described below that Helmar motive power battery, when used in industrial truck application will be free from defects in material and workmanship for a period of SIXTY (60) MONTHS FROM THE DATE OF SHIPMENT. Helmar further warrants that the battery will furnish not less than 80% of its published rated ampere hour capacity at a 6-hour rate to the final voltage of 1.7 volts per cell. "Exception to Helmar warranty is: 5 and 7 plate batteries which are covered for 18 months from the date of shipment. All other conditions regarding these exceptions remain the same.

In discharge of this warranty Helmar will, at its option 1) Either repair the battery 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 its original warranty period.

CONDITIONS: Helmar shall have no obligation unless the original user establishes that the following conditions were consistently met.

- 1) Each battery meets the capacity requirements for the industrial truck in which the battery is used.
- 2) The charging equipment meets the minimum requirements for industrial battery chargers.
- 3) Each battery is charged and maintained consistently in accordance with instructions furnished by Helmar at the time of purchase
- 4) The use of the battery is limited to one cycle of charge and discharge in each twenty-four (24) hour period and not more than 300 cycles per year.
- 5) Helmar representative shall be permitted at reasonable hours and intervals to inspect the battery and user's service log, and make other inspections necessary to determine whether or not the warranty conditions have been met.

A copy of the warranty must be signed by the user with all blanks being filled with the pertinent information and must be returned within 10 days to Helmar Inc, Attn: Warranty Department, 100 Red Schoolhouse Road • Building C Unit 7, Chestnut Ridge, New York 10977.

LIMITATIONS: The provisions of this warranty shall not apply to failure in service due to misuse, negligence or accident, including but not limited to improper charging, installation, freezing, fire, collision, explosion or use of improper electrolyte of a specific gravity other than that recommended by Helmar Inc., repairs by other than Helmar, or its designated service representative, or any other damage resulting from acts or conditions beyond the control of Helmar Inc.

On a warranty claim the original user shall immediately notify the distributor from which the battery was purchased. In the event the battery is returned it will be as directed from that office. Transportation charges will be the sole responsibility of the user. When a replacement battery is provided the original user shall release to Helmar Inc all title and interest to the battery returned.

Helmar Inc's sole obligation and the original user's exclusive remedy under this warranty should be for repair or replacement as described above. All other warranties whether express or implied, including, but not limited to IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. In no event shall Helmar Inc be liable for any incidental or consequential damages. The warranties provided herein may not be assigned or transferred by the original user. [Any battery subject to an unusual or severe service application will be subject to reduced warranty coverage and/or additional warranty conditions as established by Helmar Inc for the original user.] This agreement is the complete agreement on the above subject matter and can be amended only by written agreement.

Name of Original User

Helmar Inc.
100 Red Schoolhouse Road • Building C Unit 7
Chestnut Ridge, New York 10977

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____