



HELMAR INC. BATTERY WARRANTY

HELMAR INC. 5 YEAR WARRANTY STATEMENT

IF THE BATTERY BECOMES UNSERVICABLE DUE TO DEFECTIVE WORKMANSHIP OR MATERIAL WITHIN 60 MONTHS FROM DATE OF SHIPMENT, IT WILL BE REPAIRED OR REPLACED AT HELMARS OPTION. THERE WILL BE NO COST FOR PARTS OR LABOR, F.O.B. THE NEAREST HELMAR SERVICE LOCATION. REPAIRS WILL BE MADE BY A HELMAR SERVICING AGENT IN THE AREA OR A PRE-APPROVED BATTERY REPAIR CENTER. IF THE BATTERY IS TO BE REPLACED, IT WILL BE REPLACED WITH A BATTERY OF COMPARABLE SIZE AND TYPE.

EXCEPTIONS: 5, 7 AND 9 PLATE BATTERIES AND UNITS WITH BUILT IN CHARGERS WILL BE WARRANTED FOR A PERIOD OF 2 FULL YEARS PLUS AN ADDITIONAL 12 MONTHS PRO-RATED OR 300 LIFE CYCLES -WHICHEVER COMES FIRST.

CONDITIONS

1. EACH BATTERY MUST BE PROPERLY SIZED IN REGARDS TO WEIGHT AND CAPACITY FOR THE DUTY CYCLE IT IS TO PERFORM.
2. THE BATTERY MUST BE MATCHED TO THE PROPER SIZE CHARGER AND PROPER CONTROL TO RECHARGE THE BATTERY
3. THE SIXTY (60) MONTH WARRANTY IS BASED ON 1800 CYCLES AND LIMITED TO ONE CHARGE AND ONE DISCHARGE WITHIN A TWENTY-FOUR (24) HOUR PERIOD TO 80% RATED CAPACITY AND NO MORE THAN 350 CYCLES PER CALENDAR YEAR.
4. HELMAR WARRANTY WILL BE ACTED UPON IF THE BATTERY FAILS TO REACH 80% FO THE PUBLISHED RATED CAPACITY AMP HOUR AT THE 6 HOUR RATE TO A FINAL VOLTAGE OF 1.70 VOLTS, WHEN TESTED UNDER MANUFACTURER’S GUIDELINES.
5. THE REPAIRED OR REPLACED BATTERY WILL BE WARRANTED ONLY FOR THE REMAINDER OF THE ORIGINAL PERIOD.
6. THIS WARRANTY IS INVALID IF THE BATTERY IS SUBJECT TO LACK OF MAINTENANCE, MISUSE, PHYSICAL DAMAGE, OR ABUSE OTHER THAN THE NORMAL WEAR AND TEAR.
7. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER AND IS NONTRANSFERABLE

THIS WARRANTY IS VOID IF THE BATTERY BECOMES UNSERVICABLE DUE TO FIRE, WRECKAGE, FREEZING, NEGLIGENCE, EVIDENCE OF HIGH TEMPERATURES, ANY ACT OF GOD, THE USE OF BATTERY ADDITIVES OR IF THE BATTERY HAS BEEN TESTED, SERVICED, OR REPAIRED BY SOMEONE OTHER THAN AN AUTHORIZED HELMAR SERVICING AGENT.

HELMAR INC. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR REALTING TO THE USE OF THIS PRODUCT. THE PURCHASER ASSUMES RESPONSIBILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCT. IN NO EVENT, SHALL THE LIABILITY CLAIMS OF BREACH OF WARRANTY OR NEGLIGENCE, EXCEED THE PURCHASE PRICE OF THE PRODUCT.

THIS WARRANTY IS UNDERSTOOD TO BE THE EXCLUSIVE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HERE FOR. NO REPRESENTING AGENT UNLESS NOTED SO BY HELMAR IN WRITING IS AUTHORIZED TO ANY WARRANTY IN ADDITION TO THOSE MADE IN THIS AGREEMENT.

DATE: _____

THIS AGREEMENT APPROVED BY: _____

TYPE: _____ SERIAL NUMBER: _____

SOLD TO: _____

DEALER: _____
