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## **WARRANTY CERTIFICATE | EDBI TRACTION BATTERIES**

This warranty agreement covers traction batteries assembled by ÉCO DÉPÔT BATTERIES INDUSTRIELLES INC (hereinafter called EDBI). The agreement is subject to the following terms and conditions:

## A. General Aspects:

The batteries distributed by EDBI are guaranteed against any manufacturing defect and must provide a minimum of 80% of the nominal capacity at the discharge rate of six (6) hours, when checked under the supervision of EDBI, and this, throughout the period. covered by warranty. The warranty period begins on the date of shipment and applies according to the duration determined in the invoice attached to the transaction of the battery concerned OR according to the manufacturer's standards below:

- 1. New Batteries:
  - 1.1. Conventional Charge:
    - 1.1.1. Cells of 9 or more plates: full warranty for a period of 5 years.
    - 1.1.2. Cells of 7 plates or less: full warranty for a period of 2 years.
  - 1.2. Opportunity Charge:
    - 1.2.1. Cells of 9 or more plates: full warranty for a period of 3 years.
    - 1.2.2. Cells of 7 plates or less: no guarantee in opportunity mode.

- 2. Reconditioned Batteries:
  - 2.1. Conventional Charge:
    - 2.1.1. Classification @ 5.5 Hours: full warranty for a period of 18 months.
    - 2.1.2. Classification @ 5.0 Hours: full warranty for a period of 12 months.
    - 2.1.3. Classification @ 4,5 Hours: full warranty for a period of 12 months.
    - 2.1.4. Classification @ 4.0 Hours and under: full warranty for a period of 6 months.
  - 2.2. Opportunity charge: no guarantee in opportunity mode.

### B. Applicable Equipment Type:

Normally used in all makes or models of electrical traction equipment (forklifts, pallet trucks, floor washers, resurfacers) or any other compatible electrical equipment. The Buyer (user) and EDBI mutually agree that the battery must be of appropriate size and capacity to carry out the work or operations initially agreed upon at the time of purchase and will not exceed this value for the duration of the warranty. Agreed between the parties that the battery meets the requirements of the manufacturer of electrical equipment.

#### C. Applicable Charge Types:

**Charger:** The battery must be charged with a charger having an appropriate calibration for the type of battery, and must limit the maximum DC output amperage of the charger to 18% of the nominal capacity of the battery. Failure to comply with this obligation will void the warranty at the manufacturer's sole discretion.

**Equalization:** Once a week (7 days), an equalization charge must be made to bring the battery back to its voltage and nominal density, followed by a cooling down period.

Overloads & temperatures: The temperature of the electrolyte must not exceed 43  $^{\circ}$  C / 110  $^{\circ}$  F per cell nor drop below 0  $^{\circ}$  C / 32  $^{\circ}$  F.

**Cycles:** The use of each battery must be limited to one charge and discharge cycle per 24-hour period and six (6) working days per week totaling a maximum of 300 cycles per calendar year. The use must not exceed 80% of the nominal capacity of the battery in consecutive periods of twenty-four (24) hours. During the same twenty-four (24) hour period, 100% of the amp hours (Ah) used must be recharged. In opportunity charging mode: Maximum use must not exceed 120% of the nominal capacity of the battery in consecutive twenty-four (24) hour periods. In opportunity charging applications, the number of cycles cannot be considered to assess the battery life.



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#### D. Maintenance:

The user must install, recharge and maintain each battery in accordance with the manufacturer's instructions. In particular, the water levels must be maintained at a height covering the cell plates according to the manufacturer's standards. Failure to comply with this obligation will void the warranty at the manufacturer's sole discretion.

### E. Defect:

In the event of a defect, a manufacturing default or a loss of capacity noted during the period covered by the warranty, the user and EDBI undertake to comply with the clauses below:

- Notice: The user must notify EDBI within 15 days from the date of the defect. The user should not continue to use the battery after discovering a fault. Any repair work carried out by a third party without the authorization of EDBI will automatically cancel this agreement. The user agrees that the representatives of EDBI have the right of access, for the purposes of inspection of the battery, as well as to the files which must be kept as proof of maintenance according to the conditions of use established by of EDBI. The warranty of origin is not transferable. The manufacturer, at its sole discretion, may require proof of purchase consisting of a copy of the original invoice for the product and proof of compliance with these general conditions.
- II. **Repair:** EDBI undertakes to repair the battery, at its expense, at the EDBI service depot, so that it supplies at least 80% of its nominal capacity. Installation and transportation costs will be at the user's expense.
- III. **Replacement:** EDBI agrees to credit the owner a sum in dollars equal to the net purchase price of the original battery, multiplied by the months of service remaining, then divided by 60. The credit will be applicable to the purchase of a new EDBI battery of equal or greater capacity.
- IV. Cancellation: The warranty agreement is void if the battery is subject to abuse, neglect, spillage, cell explosion, freezing, fire, accident, a natural disaster, the use of additives or any other physical damage or abuse. The warranty is void if the battery has been repaired or attempted to repair by anyone other than EDBI or its representatives.
- V. Responsibilities: EDBI shall in no way be liable for the costs incurred during handling, installation, transport of the battery, consequential, incidental, indirect, special and punitive damages or for the work carried out or the costs incurred in as part of a repair. EDBI shall not be liable for any loss or damage of any kind whatsoever suffered by the buyer or by any other person, including and without limiting the generality of the above, loss and damage resulting from use of the battery, injury or death, loss or damage to any vehicle, transport costs, service visits, rental or resale resulting from, or associated with the battery purchased or its use, from a breach of warranty, breach of contract or otherwise. In no case will the manufacturer's liability exceed the purchase price of the specific item for which these damages are claimed.