



Express Limited Warranty **GT12080-HG FTTH Battery**

Express Limited Product Warranty

GS Yuasa Energy Solutions, Inc. (GYES) warrants to each person that purchases a GT12080-HG FTTH Battery from GYES (each a “Battery”) that for a period of three (3) years from the retail purchase date, (the “Warranty Period”) the Battery will be free from defects in material and workmanship. A Battery shall be deemed defective for purposes of this express limited warranty only if the Battery, prior to the expiration of the Warranty Period, (i) is no longer able to provide at least seventy percent (70%) of its rated capacity, (ii) has a cracked case due to positive plate growth or (iii) has open or shorted cells. This limited warranty is extended to the original purchaser of the Battery from GYES and is not transferable.

Upon determination that a Battery is defective and that such defect is covered by this express limited warranty, GYES agrees to repair or replace, at GYES’s sole option, the Battery. The repaired or replaced battery’s warranty will be limited to the unexpired portion of the warranty of the original Battery being repaired or replaced, as applicable. Upon request, the customer must return the defective battery to GS Yuasa Energy Solutions and pay for all freight for verification. If GS Yuasa Energy Solutions determines the battery is defective as defined above, it will send a replacement battery to the consumer and reimburse the cost of the return freight.

This express limited warranty does not apply to nor cover any Battery (i) stored or operated in an environment with temperatures below -20° Celsius or above +55° Celsius, (ii) damaged by ONT, BBU, UPS, or power supply failures, (iii) stored for more than six (6) months without a boost charge, (iv) located in UPS’s or BBU’s that have been disconnected from electricity for more than three (3) months, (v) with cracks to case materials caused by contact with solvents or lubricants, (vi) operated contrary to GYES’ published operating procedures, or (vii) damaged by the purchaser of the Battery, any third party contracted to ship the Battery or any other person, other than an employee, affiliate or other representative of GYES, whether by accident, misuse, neglect, abuse, mishandling, misapplication, modification, alteration, or improper installation, service or maintenance of the Battery or (viii) damaged by an Act of God.

Placing A Warranty Claim and GYES Investigation

To place a warranty claim, contact GYES at (800) 472-2879 or www.gsyuasa-es.com. By placing a warranty claim, claimant agrees (i) to provide GYES with reasonable access to the location where the alleged defective battery was operated and stored so that GYES may perform a site failure investigation and (ii) upon request of GYES, return the alleged defective battery to GYES for failure analysis. Where a BBU or power supply is used in conjunction with the ONT, GYES’ investigation may also include a

failure mode analysis of the BBU or power supply. A warranty claim must include a copy of the retail purchase receipt.

Exclusion and Limitations

This express limited warranty is in lieu of any and all other express or implied warranties, other than warranty of title, whether oral or written, including the implied warranties or merchantability and fitness for a particular purpose, all of which are waived by the purchaser upon purchase of the Battery from GYES. GYES' liability under this express limited warranty shall be limited solely to the remedies expressly provided for herein, and GYES assumes no risk of, and shall not in any case be liable for, any other damages, including without limitation, any special, incidental, consequential or punitive damages, arising from breach of warranty or contract, negligence or any other legal theory, including, without limitation, loss of goodwill, profits of revenue, loss of use of the batteries or any other associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime cost, or claims of the purchaser of the Battery or any party dealing with the purchaser or user of the Battery. Further in no event shall GYES be liable for damages for any reason, in excess of an amount equal to the purchase price of a replacement battery or the cost to repair the defective Battery (determined at GYES' sole discretion) plus the actual costs incurred by the purchaser of the Battery in returning the Battery to GYES. For the avoidance of doubt, GYES shall not be liable for any labor or other overhead costs incurred by the purchaser of the Battery to replace a defective Battery. After Expiration of the Warranty Period, this express limited warranty shall expire and no future claims under this express limited warranty or otherwise shall be process