

POWERLINE™, ENERGY-PLUS™ & WATER LESS® BATTERIES LIMITED WARRANTY USING CONVENTIONAL CHARGING AND OPPORTUNITY CHARGING

WARRANTY: HAWKER POWERLINE™, ENERGY-PLUS™, AND WATER LESS® batteries are warranted against defective material and workmanship that result in a failure to deliver 80% of rated capacity. The period of the warranty begins on the date of invoice to the original user and lasts for the period shown below.

CONVENTIONAL CHARGING WARRANTY TERM

OPPORTUNITY CHARGING WARRANTY TERM ALL Chargers

BATTERY MODEL	5 PLATE BATTERIES	7 PLATE BATTERIES	9-33 PLATE BATTERIES	7 PLATE BATTERIES	9-33 PLATE BATTERIES
POWERLINE™	1 Year Full	3 Years Full/2 Years Prorata	5 Years Full*	3 Years Full (MOD1C & LPMOD3 chargers only) with BBWC	5 Years Full with BBWC or other Hawker approved battery monitoring device & 3 Years without
ENERGY-PLUS™	N/A	N/A	5 Years Full*	N/A	5 Years Full with BBWC or other Hawker approved battery monitoring device & 3 Years without
WATER LESS®	1 Year Full	1 Year Full	5 Years Full	N/A	5 Years Full with BBWC or other Hawker approved battery monitoring device & 3 Years without**

*These 9-33 plate batteries will receive a full 6 year warranty if charged on the LifePlus®, PowerTech™, LifeTech™, LifePlus® MOD3 or LifeTech™, MOD1C chargers when used in IONIC charging mode.

WARRANTY ADJUSTMENT: During the full coverage period, if a defect covered by this warranty is found, HAWKER or its designated service representative will repair or replace the battery with one of equal or greater ampere-hour capacity at no charge to the original user. The repaired or replaced battery will be warranted for the remainder of the original warranty period and the irreparable battery will become the property of HAWKER. Freight costs for a replacement battery will be the responsibility of the user. During the pro-rata period, if a defect covered by this warranty is found, an adjustment percentage equal to the number of months remaining on the warranty divided by the number of months in the total warranty period will be made against repairs or replacement of the battery. If the battery is repaired, repair parts will be billed at the pro-rata rate; labor will be billed in full. If the battery is replaced, the user will receive a credit in the amount of the pro-rata percentage of the cost of a new battery. Repaired or replacement batteries will be warranted for the remainder of the original warranty period, and the irreparable battery will become the property of HAWKER. Freight costs for a replacement battery will be the responsibility of the user. The use of a rental battery is not part of this warranty.

These Batteries are subject to the following terms and limitations: 1) Repair or attempted repair by anyone other than an authorized HAWKER representative shall void this warranty; 2) The Battery identified above must be sized properly to perform the originally intended duty cycle. The Battery must not be required to perform a duty cycle in excess of the originally intended duty cycle; 3) The Battery must be charged, installed and maintained in accordance with HAWKER's Industrial Battery Service Manual. Failure to do so will invalidate the warranty, at the sole discretion of Hawker; 4) Battery temperature shall not exceed 125° F, nor drop below 32° F; 5) Use of each Battery must be limited to one charge and discharge (cycle) per 24 hour day, and no more than 300 cycles per calendar year; 6) Battery must be recharged on a properly sized HAWKER charger, or other charger that meets the minimal standard of the Battery Council International standards for industrial truck chargers. The charger must demonstrate the ability to recharge the Battery to its nameplate specific gravity; 7) This warranty is invalid if the Battery is subjected to misuse, physical damage or abuse other than normal wear and tear; 8) Hawker authorized representatives shall have access to the Battery in situ at reasonable hours and intervals for purposes of inspection; 9) The provisions of this warranty shall not apply to batteries in use outside the U.S.A., Canada or Mexico. HAWKER, at its sole discretion, may require proof of purchase consisting of a copy of the original product invoice and proof of conformance with these terms and limitations; 10) The acceptance of a Battery shipped to Hawker shall not be deemed an admission that the Battery so shipped is defective. The Battery shipped back to HAWKER, shall, in HAWKER's sole discretion, become the property of HAWKER.

OPPORTUNITY CHARGING (charging with a start rate up to 25%) CONDITIONS OF WARRANTY: All of the above CONDITIONS OF WARRANTY (excluding # 5) MUST be met. In addition 1) Charge throughout the day and allow for one full charge in 24 hours. 2) Battery MUST be equalized weekly up to manufacturer specified full specific gravity. 3) Daily throughput must not exceed 120% of C6 rating in 24 hours. 4) Total life cycle Ah must not exceed 80% of C6 capacity multiplied by 1500 cycles and 900 cycles for Powerline 7 Plate batteries. 5) Warranty is based on years or total throughput whichever is less. To be considered for full warranty, a Battery Boss® WC or Hawker approved battery monitoring device (BMD) must be installed and working properly. If a gap occurs in the data more than 90 days warranty reverts to 3 years. All warranty submissions must include BMD download information if requested.

Cycle and maintenance records must be kept and made available if requested for warranty.

THIS LIMITED WARRANTY IS IN LIEU OF, AND HAWKER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAWKER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE BATTERY AT HAWKER'S SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL HAWKER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL HAWKER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE BATTERY. IN NO EVENT SHALL THE LIABILITY OF HAWKER FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.

Some countries and/or states do not allow limitations 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 User. This warranty gives the User specific legal rights, which may vary from country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the state of Tennessee without regard to Tennessee 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 HAWKER is authorized to make any warranty in addition to those made in this agreement. Any data or specifications set forth herein are only accurate under the conditions, methods and testing approved by the manufacturer. Before using this product, the user is advised and cautioned to make its own determination and assessment of the safety and suitability of the product for the specific use in question. It is the ultimate responsibility of the user to ensure that the product is suited to the user's specific application. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the product for user's intended purpose and in user's specific application.

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POWERLINE™ AND ENERGY-PLUS™ BATTERY LIMITED WARRANTY

USING RAPID CHARGING

WARRANTY: The following HAWKER BATTERIES are warranted against defective material and workmanship that result in a failure to deliver 80% of rated capacity. The period of the warranty begins on the date of delivery to the original user and lasts for the period shown below.

WARRANTY TERM

BATTERY MODEL	9-33 PLATE BATTERIES
POWERLINE™ AND ENERGY-PLUS™ FAST TRAK RAPID CHARGE BATTERIES	3 Years Limited
POWERLINE™ and ENERGY-PLUS™ LS, LSD, LSM and LDM BATTERIES FOR USE WITH LIFE SPEED™ MOD3 CHARGERS OR LIFE SPEED™ 3000 CHARGERS	4 Years Limited

WARRANTY ADJUSTMENT: Powerline™ and Energy-Plus™ batteries manufactured by HAWKER for use with rapid charging are warranted by HAWKER to be free of defects in workmanship and materials for a period of thirty-six (36) months for POWERLINE™ AND ENERGY-PLUS™ FAST TRAK RAPID CHARGE BATTERIES months or forty-eight (48) months for POWERLINE™ and ENERGY-PLUS™ LS, LSD, LSM and LDM BATTERIES FOR USE WITH LIFE SPEED™ MOD3 CHARGERS OR LIFE SPEED™ 3000 CHARGERS from date of invoice. In discharge of this warranty, HAWKER agrees that if a battery fails to provide at least eighty (80) percent of the six (6) hour rated capacity when tested under HAWKER supervision and in accordance with B.C.I. Standard BCI-1-2, 9-95 (or its latest revisions), or if any cells or parts of the battery assembly do not meet HAWKER specifications for new material prior to thirty-six (36) months for POWERLINE™ AND ENERGY-PLUS™ FAST TRAK RAPID CHARGE BATTERIES months or forty-eight (48) months for POWERLINE™ and ENERGY-PLUS™ LS, LSD, LSM and LDM BATTERIES FOR USE WITH LIFE SPEED™ MOD3 CHARGERS OR LIFE SPEED™ 3000 CHARGERS from date of invoice, HAWKER, at its option, will either (a) repair parts, cells, or battery at its expense, for both labor and parts, or (b) furnish a suitable replacement battery, having a rated capacity equal to the published rated capacity of the battery returned. The replacement battery shall only be warranted for the remaining unused portion of the original warranty of the replaced battery. The original battery will become the property of HAWKER. The owner of the battery will be responsible for delivery of the battery to HAWKER's nearest authorized representative or factory as directed by the HAWKER product support department. The use of a rental battery is not part of this warranty.

RAPID CHARGING (charging with a start rate over 25%) CONDITIONS OF WARRANTY: 1) The user shall install and maintain each battery in accordance with the HAWKER industrial Battery Service Manual. 2) The user and HAWKER shall mutually agree each battery is of the proper size, design, weight, and capacity to perform the duty cycle at time of purchase and must not be required to perform a duty cycle greater than this agreed value during this warranty period. 3) Each battery may be opportunity fast charged as required on a daily basis. The battery must receive a full charge (returning specific gravity to at least 1.260 for Powerline™ and 1.300 for Energy-Plus™) every twenty-four (24) hour period. The battery shall receive an equalize charge (greater than 100% - returning specific gravity to at least 1.285 for Powerline™ and 1.320 for Energy-Plus™) on a weekly basis. The maximum depth of discharge shall be eighty (80) percent of the size (6) hour capacity. Total ampere hour through put shall not exceed 1.6 times the six (6) hour capacity rating in any twenty-four (24) hour period. Total life cycle Ah must not exceed 80% of C6 capacity multiplied by 300 cycles per year of warranty. Warranty is based on years or total throughput whichever is less. Each battery may be opportunity fast charged for no more than six (6) days per week, fifty (50) weeks per calendar year. 4) Each battery shall be charged on a properly rated fast charger that is mutually agreed upon by the user and HAWKER. The start rate shall not exceed 50% of the battery's rated capacity. One hundred (100) percent charged shall be evidenced by the battery's full charge specific gravity as shown on the battery nameplate specification. 5) Batteries shall not be subjected to misuse, abuse, or any physical damage other than ordinary wear. Battery electrolyte level shall not fall below the cell separator protector at any time. 6) Hawker authorized representatives shall have access to the battery at reasonable hours and intervals for purpose of inspection. The average electrolyte temperature of the battery shall not exceed one hundred thirty-five (135) degrees Fahrenheit nor drop below fifty (50) degrees Fahrenheit. 7) Accurate battery maintenance records shall be maintained to confirm one hundred (100) percent charge is attained on a daily basis and equalized charged on a weekly basis. Water additions, repairs, and capacity test data records must also be maintained. Such records must be made available to HAWKER and/or its authorized agent with reasonable advanced notice and during normal business hours. 8) A service contract must be established with the local authorized HAWKER agent which will include quarterly PMs of the batteries. The batteries shall be equipped with a HAWKER approved recording device that has the capability of monitoring and archiving battery operation events (including temperatures) and can record and archive this data for a minimum thirty (30) days. 9) The provisions of this warranty shall not apply to batteries in use outside the U.S.A., Canada or Mexico. This warranty applies to the original user and is non-transferable. This warranty policy does not apply to batteries that are rented or leased by the original user. 10) This warranty will be considered void if service, maintenance and repairs are made by other than HAWKER or its designated service representatives. 11) Battery(ies) will be considered at the end of their useful life when eighty (80) percent of published rated six (6) hour capacity is not achieved when tested under the supervision of HAWKER in accordance with B.C.I. Standard BCI-1-2, 9-95 (or its latest revision).

THIS LIMITED WARRANTY IS IN LIEU OF, AND HAWKER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAWKER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPAIR OR REPLACE THE BATTERY AT HAWKER'S SOLE DISCRETION WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL HAWKER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL HAWKER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. USER ASSUMES RESPONSIBILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE BATTERY. IN NO EVENT SHALL THE LIABILITY OF HAWKER FOR ANY AND ALL CLAIMS EXCEED THE PURCHASE PRICE OF THE BATTERY.

Some countries and/or states do not allow limitations 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 User. This warranty gives the User specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of the state of Tennessee without regard to Tennessee 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 HAWKER is authorized to make any warranty in addition to those made in this agreement. Any data or specifications set forth herein are only accurate under the conditions, methods and testing approved by the manufacturer. Before using this product, the user is advised and cautioned to make its own determination and assessment of the safety and suitability of the product for the specific use in question. It is the ultimate responsibility of the user to ensure that the product is suited to the user's specific application. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the product for user's intended purpose and in user's specific application.