



## **Warranty for COMPACT-POWER™ Batteries**

Oerlikon Stationary Batteries Ltd. warrants the COMPACT-POWER™ batteries for manufacturing and material defects for a period of **24 months as full warranty**. Begin of the warranty is the date of delivery ex works.

Provided the Warranty conditions defined below are fulfilled, any elements or modules that exhibit material or manufacturing defects during the full-warranty period will **either be repaired on an ex works basis (as per Incoterms 2000) or replaced**, whatever Oerlikon Stationary Batteries Ltd. chooses.

Claims for any and all types of consequential damages are expressly excluded.

The warranty is granted under the following conditions:

1. The end user is required to install and operate the battery in compliance with the Oerlikon Stationary Batteries' installation and operating instructions for COMPACT-POWER™ batteries.
2. The temperature in the battery room may never exceed 35 °C for 20 successive days per year, and the average annual ambient temperature must be below 22 °C. The temperature may never exceed 45 °C for more than one hour.
3. The end user agrees to conclude an inspection contract against payment covering two inspections of the battery per year, including a discharge test.
4. Observance of the installation and operating instructions is an integral part of the warranty conditions and must be documented by the user.
5. The batteries may be cleaned and inspected only by the employees of Oerlikon Stationary Batteries Ltd. or its authorized representatives.
6. Provided the user is given prior notice, Oerlikon Stationary Batteries Ltd. and/ or its representative shall be granted unrestricted access to the battery installations at any time.
7. Damage caused by negligence or by failure to observe these warranty conditions is excluded from the warranty.
8. Observations indicating damage to or substandard performance of the battery installation shall be reported to Oerlikon Stationary Batteries Ltd. without delay, so that it will be in a position to review any warranty claims immediately.
9. The battery must be put into **operation not later than 4 months after delivery** ex works.
10. The general supply conditions apply.

Should one or more of the foregoing conditions be contravened, Oerlikon Stationary Batteries Ltd. reserves the right to reject any warranty claims in all or partly.

This warranty is subject in all respects to Swiss substantive law, in particular to Art. 184 ff. OR, exclusive of private international law and the "United Nations Convention on Contracts for the International Sale of Goods". Except for possible redress to the Swiss Federal Court, the exclusive legal venue for all suits arising from or concerning this warranty is Zurich 1.