

## LIMITED WARRANTY



Trojan Battery Company ("Manufacturer") warrants, only to the original purchaser, that its batteries listed in the table below, if purchased from Manufacturer or an authorized distributor, dealer, or installer in the United States and Canada, and used in renewable energy or backup power applications will be free from material defects in material or workmanship from the date sold to the original purchaser through the date stated in the following table (the "Warranty Period"), subject to adjustments as noted below the table. If the battery becomes unserviceable (not merely discharged) due to defect in material and/or workmanship within the Warranty Period, Manufacturer will, at Manufacturer's option, either: repair the battery, replace the battery with a same or similar battery or provide a credit for a pro-rated portion of the original purchase price at the time of purchase for the defective product that can be used toward purchase of a new battery of Manufacturer. This warranty is non-transferable.

Product Line	Battery Types	Free Replacement or Repair Period (Months)	Pro-rated Credit Period (months)	Total (Years)
Solar Signature	SSIG 12 95, SSIG 12 120, SSIG 12 145	3	4 through 12 months	1
Solar Signature	SSIG 12 170, SSIG 12 230, SSIG 12 255, SSIG 06 235, SSIG 06 255, SSIG 06 290, SSIG 06 375, SSIG 06 405, SSIG 06 475, SSIG 06 490	12	13 through 24 months	2
Solar Premium	SPRE 12 225, SPRE 06 255, SPRE 06 415, SPRE 02 1255	24	25 through 60 months	5
Solar Industrial	SIND 06 610, SIND 06 920, SIND 06 1225, SIND 04 1685, SIND 04 2145, SIND 02 1990, SIND 02 2450	36	37 through 120 months	10
Solar AGM	SAGM 12 135, SAGM 12 205, SAGM 08 165, SAGM 06 220, SAGM 06 315, SAGM 06 375	36	N/A	-
AGM	U1-AGM, 12-AGM, 22-AGM, 24-AGM, 27-AGM, 31-AGM	12	13 through 24 months	2
Gel	6V-Gel, 8V-Gel, TE35-Gel, 24-Gel, 27-Gel, 31-Gel, 5SHP-Gel, 8D-Gel	12	13 through 24 months	2

During the free repair or replacement period, the battery will be repaired or replaced with an in kind replacement and after a battery has been repaired or replaced this warranty shall continue with respect to the repaired or replaced battery for the balance of the original warranty period on the original product. The dollar amount of any pro-rated credit amount is to be based on the original purchase price at time of purchase, divided by the number of months in the warranty period then multiplying the sum by the remaining months in the warranty period:

(Original Purchase Price ÷ Warranty Period (in months) x (# of Months remaining in Warranty Period) = Prorated Credit Amount

A cell or battery will not be considered failed, defective or unserviceable unless it fails to support the designated load for a measurable period of time during the warranty period. A failed battery is not necessarily due to a manufacturing defect and must be verified.

#### **HOW TO RECEIVE WARRANTY SERVICE AND/OR MAKE A CLAIM:**

To resolve problems with a battery covered by this limited warranty for renewable energy and backup power applications, contact the local distributor, wholesaler, dealer or installer from which you purchased the battery in order to confirm the battery condition/defect. You will need to provide proof of purchase along with the date code for the batteries and regular service records upon request. The Manufacturer or its authorized representative may inspect the battery, which may require having the batteries sent for testing to Manufacturer or its authorized facility with freight prepaid by the customer. Acceptance of the battery at the facility for testing does not mean that the Manufacturer will accept the warranty claim. Batteries still in serviceable condition or otherwise not covered by this Limited Warranty will be returned to the customer at the customer's expense and may be subject to a testing fee. If you have questions about this limited warranty, please contact the nearest authorized Trojan Battery Company dealer or the Trojan Battery Company customer service department at +1-562-236-3000.



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#### **WARRANTY EXCLUSIONS:**

In addition to the warranty disclaimer set forth below, Trojan Battery Company will not be responsible for any expenses for transportation, duties and taxes, installation, recharging, electrical system tests, loss of time, loss of use of equipment, service calls, use of rentals, or other expenses.

The Warranty Period will be reduced if operating temperatures exceed 86°F (30°C), as follows: the Warranty Period will be reduced by 50% for every 15°F (10°C) of operating temperatures over 80°F (27°C).

Batteries should not be used in applications that exceed 50% Depth of Discharge ("DOD"). A battery end-of-life within the warranty period that is deemed to be caused by wear-out due to discharge / recharge cycling will not be considered a defect and will not be covered by the warranty. The battery's life will vary based on the application in which they are used, ambient temperature, frequency of discharges and depth of discharges. Each discharge that exceeds the recommended depth of discharge as stated in Manufacturer's literature will diminish battery life.

The battery must be used in the application for which it was designed. The battery owner must read warning labels on the battery and exercise due care in working on or around it. The battery is intended to be serviced only by persons with training or experience with batteries.

Trojan batteries must be maintained in accordance with Trojan Battery's Operating and Maintenance instructions (www.trojanbattery.com) and the owner of the batteries must maintain a maintenance log indicating records of use and maintenance, including initial (installation) data and shall at all times permit examination of these records by Trojan Battery Company authorized representatives.

## THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY OR EXTEND TO ANY PRODUCTS THAT

**HAVE BEEN SUBJECTED TO:** Accident, abuse or neglect such as improper fluid levels (over or under watering); discharging beyond depth of discharge recommended in Manufacturer's literature; damage from shipping; loose wiring; rusted or corroded hardware; improper maintenance; improper installation; improper storage; improper removal; improper repair; neglect; breakage; cracked covers and cases; bulged or otherwise damaged cases from heat; freezing; fire; broken/melted terminals; explosion; wreckage; exposure to excessive heat or cold temperatures; operating conditions or applications above the rated capacity of the product; the addition of any chemical or solution; insufficient charging (undercharging, overcharging or lack of periodic equalization charges); use of the battery in an uncharged condition; discharged batteries; improperly sized batteries or oversized battery sets; improperly sized charging systems; batteries damaged from electrical equipment; if the manufacturing and/or finishing date codes have been destroyed or tampered with; or if the batteries have not been used, operated and/or maintained in accordance with Trojan Battery Company's Operating and Maintenance instructions

#### WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This limited warranty is exclusive and is in lieu of, and manufacturer disclaims and excludes, all other warranties or remedies for breach of warranty, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability, non-infringement, or fitness for a particular purpose. Manufacturer's exclusive liability for breach of any warranty on the battery shall be to repair or replace the battery or repay the pro-rated portion of the actual purchase price paid for the defective product within the warranty period in accordance with the terms of this limited warranty. In no event shall Trojan Battery Company or any of its affiliates be liable in contract, tort or otherwise for any loss, claim or damages of any other kind, whether direct, incidental, consequential, exemplary, special, punitive, remote or otherwise, including any lost profits, lost revenue, loss of equipment, cost of purchased power, cost of substitute product, facilities or services, claims of customers of owner, or removal, shipping, transportation or installation expenses. Further, in no event will Trojan Battery Company's total liability exceed the sum paid by owner for the product giving rise to the claim hereunder.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

All warranties implied by state law, including implied warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of the limited warranties set forth above.

No person, agent, distributor, dealer or other third party is authorized to change, modify, or extend the terms of the limited warranty in any manner whatsoever.

### **LEGAL RIGHTS**

This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from country to country or state to state. Some countries and states do not allow any limitation on implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.



Trojan batteries are available worldwide through Trojan's Master Distributor Network. We offer outstanding technical support, provided by full-time application engineers.

For a Trojan Master Distributor near you, call 800.423.6569 or + 1.562.236.3000 or visit www.trojanbattery.com

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