



KDZ FLOODED DIESEL STARTING BATTERY
LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT
(MODELS M48...)

LIMITED WARRANTY: This Limited Warranty and Warranty Adjustment Agreement is entered into between GNB® Industrial Power, a division of Exide Technologies, (“GNB”), and the Original User with respect to GNB® Flooded Classic® KDZ Flat-Plate Motive Power Batteries for diesel railroad locomotive starting use (Diesel Starting Battery). GNB warrants to the Original User, subject to the Conditions and Limitations described below, that a Diesel Starting Battery, when used in an appropriate diesel railroad locomotive starting application (a “Covered Battery”), will be free from defects in material and workmanship for a period of:

For original users in the United States of America, Canada, Mexico, and Puerto Rico:	Freight charges paid by:
Two (2) years for all plate sizes	GNB for the first year, Original User thereafter
For original users in all other countries:	Freight charges paid by:
One (1) year for all plate sizes	Original User

from the initial date of shipment, as shown on the shipping documents (the “Limited Warranty Period”).

If a Covered Battery fails to perform in accordance with technical specifications provided by GNB due to defects in materials or workmanship during the Limited Warranty Period, GNB will, at its option, repair or replace the Covered Battery at GNB’s expense (parts and labor). GNB shall honor the remainder of the Limited Warranty Period for any such repaired or replacement battery.

WARRANTY ADJUSTMENT AGREEMENT: GNB further warrants to the Original User, subject to the Conditions and Limitations described below, that a Covered Battery will, for a period of:

For original users in United States of America, Canada, Mexico, and Puerto Rico:	Freight charges paid by:
Six (6) years for all plate sizes	Original User
For original users in all other countries:	Freight charges paid by:
One (1) year for all plate sizes	Original User

after the Limited Warranty Period (the “Warranty Adjustment Period”), furnish not less than 80% of its published rated capacity in ampere-hours at the 8-hour rate to an average final voltage of 1.75 volts per cell, when tested under GNB supervision in accordance with BCI Standard BCI-I-2, latest revision.

If a Covered Battery fails to perform as warranted during the Warranty Adjustment Period, GNB will either (a) repair the battery to deliver 80% or more of its published rated capacity or (b) provide the Original User a pro-rated credit to be used for purchase of another GNB battery of equal or greater capacity. If the battery is repaired, the Original User will be responsible for all expenses (parts and labor) to the extent such expenses exceed the pro-rated credit. The pro-rated credit is determined by multiplying the net purchase price of the Covered Battery (or the current list price of cells used in repair) by a fraction, the denominator being the number of months in the Limited Warranty and Warranty Adjustment Periods and the numerator being the number of whole months remaining in the Warranty Adjustment Period.

CONDITIONS: GNB shall have no obligation under this Agreement unless the Original User establishes that the following conditions have been met:

1. The battery has been charged and maintained in accordance with GNB’s published Installation and Operating Instructions and other instructions as may be furnished by GNB, as verified by the Original User’s service log.
2. The battery meets the size, design, and capacity requirements for the diesel railroad locomotive in which the battery is used.
3. The battery is not discharged below 20% of the battery’s rated capacity.
4. The battery is not exposed to casualty, misuse, abuse, or other damage or deterioration.
5. GNB’s representative has been permitted, upon request at reasonable hours and intervals, to inspect the battery, observe its conditions of use, examine the Original User’s service log, and make other inspections necessary to determine whether or not the Warranty Conditions have been met.



The Original User shall, in the event of a claim hereunder, immediately notify the GNB sales representative from whom the battery was purchased and, as directed, return the battery to the GNB-designated and authorized service center. All transportation and other handling charges incurred in connection with shipment of the battery to the service center and the return shipment of the repaired battery or its replacement are the responsibility of the party noted above. The Original User releases to GNB all title and interest with respect to the returned battery when GNB provides either a replacement battery or a pro-rated credit in accordance with this Agreement. If, pending repair or replacement of the returned battery, the Original User elects to receive a GNB short-term rental battery, the Original User shall pay GNB the standard short-term rental charges applicable for a reasonable period of possession for such repairs. The original battery will become the property of GNB.

LIMITATIONS: THE RIGHTS AND OBLIGATIONS SET FORTH IN THIS LIMITED WARRANTY AND WARRANTY ADJUSTMENT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement may not be assigned or transferred by the Original User and sets forth the exclusive remedy for all claims, damages, or losses arising out of defect or failure of a Diesel Starting Battery. GNB is not liable for consequential, incidental, commercial, property loss, or damage based on either tort or contract obligation.

A battery subjected to unusual or severe service application will be subject to reduced warranty coverage and/or additional warranty conditions and limitations.

Batteries may be equipped with monitoring devices by GNB. Damage to or tampering with these devices shall void all warranties.

The parties hereby mutually accept the above Limited Warranty and Warranty Adjustment Agreement as part of the negotiated terms and conditions of sale applicable to all Diesel Starting Batteries shipped to the Original User. This Agreement is the complete agreement on the above subject matter and can be amended only by mutual written agreement executed between GNB and the Original User.

GNB INDUSTRIAL POWER

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