



## **LIMITED BATTERY WARRANTY**

### **TEN (10) YEAR DESIGN LIFE VALVE REGULATED LEAD ACID (VRLA) BATTERIES & BATTERY CABINET PRODUCTS**

**This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.**

**NOTE: This document supercedes all other documents**

#### **General:**

DSPM Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

## **LIMITED WARRANTY**

### **AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP PRODUCTS COVERED:**

Ten(10) Year Design Life Valve Regulated Lead (VRLA) Batteries, and DSPM manufactured battery cabinets, for Uninterruptible Power Supply (UPS) system applications.

#### **Terms of Warranty:**

DSPM-Manufactured Battery Cabinets (not including batteries): As provided herein, each DSPM manufactured battery cabinet is warranted to be free of defects in material and workmanship for a period of: (i) one year from the start-up date provided start-up is performed by DSPM personnel, occurs within six (6) months of the DSPM shipping date and the product has been stored in a suitable environment prior to start-up; or (ii) in any event, a maximum of eighteen (18) months from date of product shipment from DSPM. The warranty duration shall be whichever period described in the preceding sentence expires first. The start-up date will be determined only from the completed inspection and start-up sheet provided DSPM to User. The product shipment date will be determined only from the DSPM bill of lading. If any part or portion of the DSPM product fails to conform to the Warranty within the Warranty period, DSPM, at its option, will furnish new or factories remanufactured products for repair or replacement of that portion or part and reinstall the replacement product.

Ten (10) Year Design Life VRLA Batteries: DSPM does not manufacture batteries, but does warrant certain ten (10) year design life VRLA batteries. Subject to the further conditions and limitations set forth in this document, ten (10) year design life VRLA batteries (the "Warranty VRLA Batteries") that are purchased from DSPM and used in DSPM-manufactured battery cabinets are warranted to be free of defects in material and workmanship for a period of: (i) one year from date of shipment on a full replacement basis with a functionally equivalent battery; and (ii)

after the 1st year, an additional nine years on a pro rata basis. The product shipment date will be determined only from the DSPM bill of lading.

From time-to-time DSPM is requested by Users, as defined below, to procure non-Warranty VRLA Batteries for User on a per-order basis. Under these circumstances, DSPM assigns to User any warranties which are made by the manufacturers and suppliers of such non-VRLA Warranty Batteries and which are assignable, but DSPM makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters that may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such non-VRLA Warranty Batteries.

**Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association, or corporation for whom the DSPM product specified herein is originally installed for use in the United States or Canada (the "User"). This Warranty is not transferable or assignable without the prior written permission of DSPM.

**Drawings, Descriptions:**

DSPM warrants for the period and on the terms of the Warranty set forth herein that the covered product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to DSPM final invoices, and to applicable DSPM product brochures and manuals published as of the date of product shipment ("Descriptions"). DSPM does not control the use of any product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE AND NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

**Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact DSPM at 1-(909) 930-3353. All defective products and component parts replaced under this warranty become the property of DSPM.

**Pro-Rated Battery Chart**

<b>Years</b>	<b>%</b>
1	100%
2	66%
3	44%
4	29%
5	19%
6	15%
7	8%
8	5%
9	3%
10	2%