

DISCOVER ENERGY CORP. LIMITED WARRANTY

Discover Energy Corp.(DEC), its Agents, Dealers and Distributors warrant:

To the original purchaser only, that prior to installation or delivery to the purchaser that the state of charge of Discover® batteries have been maintained at a level equal to or greater than the minimum level considered to be necessary within industry standards for the product to perform effectively upon use or installation. If upon initial inspection, installation, charge-discharge-charge, or within 25 discharge cycles in the case of Discover® Dry Cell products, and “acceptance test” the product,

- Fails per DEC published data to reach its 20 hour performance rating to 1.75 volts per cell at 20-25°C (68-77°F), or
- Upon initial inspection the product has identifiable flaws in materials or workmanship that would impair the life or product performance;

The user will:

- Upon written approval, return the product for examination, or
- Hold the product at site pending inspection by a DEC representative, or
- Follow the instructions as may be laid out more specifically in a valid and separate purchase/supply agreement

Discover Energy Corp..(DEC), its Agents, Dealers and Distributors further warrant that if a product fails:

- A. Within the Free Replacement period listed BELOW - or a period listed in a valid and separate purchase/supply agreement or sales invoice – that the failed product will be replaced at no charge (except for applicable taxes and/or environmental levies) Ex-works a DEC Agent, Dealer or Distributor.
- B. After the Free Replacement period, and for the remaining prorated period of warranty if applicable, the original purchaser may obtain a replacement product of similar size upon payment of a prorated charge based upon the original purchase price divided by the total months of warranty coverage multiplied by the number of months since the original purchase date, Ex-works a DEC Agent, Dealer or Distributor (SEE NOTE 23 for OEM adjustments).

In the event of A or B above, repair or replacement will be performed Ex-works a DEC Agent, Dealer or Distributor. Costs of replacement installation including but not limited to equipment, travel expenses and material transportation shall be borne by the purchaser/user.

- C. Perform such actions as required in a valid purchase/supply agreement, or specific conditions laid out in a purchase invoice.

Replacement product will be warranted for the remaining unused portion of the original warranty. The original product will become the property of DEC. The owner of the failed product will be responsible for delivery of the product to DEC's nearest authorized representative as directed by DEC.

Adjustments will be made based on the original bill of sale, which must show the purchaser's personal or business and/or corporate name. If the original bill of sale cannot be produced then warranty may, at DEC's sole option, be calculated using the manufacturing code date or ship code date.

What is Specifically Not Covered by this Warranty?

- A. This limited warranty does not cover a battery reaching its normal end of life which may occur prior to the end of the stated warranty period. Depending on the application, a battery can reach its normal end of life and become “cycled-out” before the end of the warranty period. A battery can deliver only a fixed number of usable amp-hours over its lifetime and is considered to have reached its normal end of life if the application consumes all of the amp-hours, regardless of the time the battery has been in service. DEC reserves the right to deny a warranty claim if it determines the battery to be at its normal end of life, (cycled-out) even if the claim is filed within the applicable warranty period. Cycled-out batteries do not represent a manufacturer’s defect. The decision on whether a Battery has reached normal end of life will be made by DEC, in its sole discretion (SEE NOTE 19).

Battery Council International BCIS section 6 Rev. DEC02 documents/defines the measurement of the end of life cycle of a battery as the point at which the battery will not deliver at least 50% of the rated capacity when discharged at the 2 hour rate, by approved capacity testing at 68°F~77°F(20°C~25°C);(conductance, resistance or impedance test data cannot be used as a substitute for recognized capacity testing);

- B. This limited warranty does not cover a battery that is used, pre-owned, and/or purchased through unauthorized Internet channels (e.g. auction sites and unauthorized mass e-commerce sellers/resellers).
- C. This limited warranty does not cover a battery that is damaged or destroyed as a result of one or more of the following:
- Failure to charge, maintain or install the battery in accordance with the current guidance published by DEC.
 - Use of battery in conjunction with batteries of a different model or manufacturer.
 - Natural forces such as lightning.
 - Damage due to fire, collision, explosion, vandalism, theft, penetration, or opening of the battery case in any manner.
 - Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, leaving the battery in a prolonged discharged or deeply discharged state via a parasitic load.
 - Continual “Partial State of Charge” usage of the battery including repeated consecutive discharges below 50% DOD without a full and complete re-charge.
 - Mishandling of the battery such as but not limited to using the terminals for lifting or carrying the battery.
 - Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
 - Using the battery for an application that requires higher cranking power, reserve rating, or capacity than the battery is originally designed to deliver; or any other use of the battery in applications for which it was not designed for.

WARNING – Do not use any type of oil, organic solvent, alcohol, detergent, strong acid, alkalis, petroleum-based solvent, or ammonia solution to clean the battery cover and battery top. These materials may cause permanent damage and will void warranty.

General Terms and Conditions

1. User is responsible for determining each product is of the proper size, design and capacity to perform at time of purchase. Product that is undersized for any application will not be warranted.
2. Warranty is void if the product is subject to abuse, misuse, unauthorized alteration, or any other physical damage other than ordinary wear or if manufacturing code is destroyed.
3. Warranty is void if vents or flame arrestors are tampered with in any way.
4. Warranty is void if Discover® published maximum charge and discharge rates are exceeded. It is the responsibility of the installer and user to comply with these conditions and guarantee maximum currents are not exceeded.
5. Warranty is void if Discover® published upper and lower operating voltages are exceeded. It is the responsibility of the installer and user to comply with these conditions and to guarantee low and high voltage cutoffs are not exceeded.
6. Warranty is void if it is established that non approved or undersized connector cables are used, cable ends are not attached directly to terminal bushing or post connections or improper terminal hardware is used. Melted battery terminals will not be warranted. It is the responsibility of the installer and user to comply with these conditions and guarantee terminal torque is maintained.
7. Warranty is non-transferable.
8. Full replacement warranty claims must be made within 10 business days of tested failure or alleged defect.
9. Product use must be discontinued upon discovery of a defect.
10. Acceptable charging ripple (peak to peak) shall be less than 4% of Discover® recommended string voltage with duration of less than 6 milliseconds.
11. Chargers used to charge product in cyclic applications must be ambient and product temperature compensated and equipped with Discover® recognized and approved charging algorithms with no ripple. In cases where chargers are used that do not meet this criteria (i.e. batteries installed into equipment where chargers are not approved) any potential warranty is deferred by DEC to the users final sales contract with the seller. It is the responsibility of the user to confirm charger compatibility and to what extent a non-compliant charger may damage or shorten the battery life.
12. Trickle chargers that do not have a regulated trickle charge voltage between 13.5-13.8V will cause early failure of the battery. Use of such chargers with the battery will void warranty. For 12V applications where an alternator is present, the alternator must deliver 14.0-14.7V when measured at the battery terminals.
13. Backup power products are intended to supply back up power for a limited number of cycles. Frequency of discharge shall not exceed Telcordia battery string Certification levels based on requirements for safety and performance (#SR-4228). Product must be sized to limit depth of discharge based on average volts per cell that are equal to or greater than Discover® discharge ratings for the product.

14. Product determined to be undersized or used in a manner considered to be unsafe will not be warranted. There is no substitute or shortcut for proper system sizing - final decisions on system sizing remain the responsibility of the user.
15. Discover® batteries are warranted to have a "Float" or "Cyclic" life. Warranty is void on products designed for float service but used in cyclic service, or any service where float product is discharged to more than 70% remaining capacity in excess of 6 times annually.
16. Float and Renewable Energy product warranties apply to product that is not continually used in temperatures under 10°C(50°F) or above 25°C(77°F). Product must be located where individual cell temperatures do not vary by more than 2.5°C(5°F). Product life is directly affected by temperature. For every 2.8°C(5°F) increase in operating temperature above 25°C(77°F) or decrease below 10°C(50°F), life will be affected by up to 20% and warranty will be proportionately reduced. Warranty is not available for product continually used and maintained in temperatures below 0°C(32°F) or above 32°C(90°F).
17. Upon installation and at least once per season for float and renewable energy products, (i.e. January, April, July, October), purchaser should complete and maintain a battery maintenance report, recording battery serial number, float voltages, surface temperature, connection resistance/conductance, ambient temperatures, etc. The inability to produce such data at the time of a warranty claim may result in the voiding of any warranty.
18. Extended Float service warranty for Data & Telecom/UPS/HR applications is offered when installations are monitored against use at 20-25°C(68-77°F) and with "Battery Management Systems" and reporting in place. Commercial cyclic service and float installations without management systems or environmental controls are a maximum of 1/3 listed Free Replacement to a maximum of 12 months with no extended pro-rata warranty.
19. Discover® batteries are specifically designed and produced for particular float or cyclic applications and warranted to have a float or cycle life. Warranty is void on any float type product used in cyclic applications or that upon verification is found to be cycled out, or determined that the frequency of discharges has exceeded acceptable levels based on requirements for safety and performance as maybe defined by DEC and/or Telcordia #SR-4228 (or other industry recognized body) battery string Certification levels based on requirements for safety and performance. This would include for example Float Service 12V33AH batteries used in wheelchair applications or Tel/UPS/HR type batteries used in Broadband applications.
20. Warranty is void on any Discover® batteries subjected to excess vibration (ie. improperly operated pads in floor burnishing machines).
21. Warranty is reduced to 90 days Free Replacement with no extended coverage on any product discharged and or charged in cyclic service while orientated in any manner other than right side up (ie. Pallet jack applications where the battery is installed on its end).
22. Warranty adjustments are calculated using the later of the sales invoice date or original bill of sale, manufacturing production code date or DEC Factory Warehouse ship code dater. Warranty will be granted provided this Proof of Sale does not exceed the batteries manufacturing code date or ship code dater (whichever is latest) by more than 6 months. If it does, or the original bill of sale cannot be produced, then warranty may be calculated using the manufacturing code date or ship code dater at DEC's sole option.

23. Warranty does not cover product installed by an Original Equipment Manufacturer (“OEM”) as part of their equipment. Please contact the OEM directly for warranty claims regarding such product. In cases where the OEM cannot be contacted see NOTE 22 above. All warranty adjustments are offered Ex-works DEC Factory Warehouses or Dealers only.
24. Unless expressly noted all factory direct distribution sales are sold in lieu of warranty and DEC disclaims and excludes all other warranties, statutory, express or implied including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Some countries and/or states do not allow limitation 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 you. This warranty gives you 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 Province of British Columbia, Canada. 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 DEC is authorized to make any warranty in addition to those made in this agreement.

APPLICATION

Free Replacement / Total Including Prorate (Months)	
Aerial Work Platforms / Electric Vehicles / Floor Cleaning Machines / Material Handling <i>Max. 80% Depth of Discharge</i>	
Traction Dry Cell / Gel Cell	12
D Series Deep Cycle AGM	6
Passenger Transport (Bus / Rail) <i>Max. 50% Depth of Discharge</i>	
Traction Dry Cell / Gel Cell	12/24
Mixtech (EMX, EFB, EGM for Automotive and Commercial)	*
DC Refrigeration / Anti-idle / Generators / Compressors <i>Max. 50% Depth of Discharge</i>	
Dry Cell / Gel Cell	9
D Series Deep Cycle AGM	3
Mobility / Home Medical Equipment <i>Max. 50% Depth of Discharge</i>	
Traction Dry Cell / Gel Cell	12
D Series Deep Cycle AGM	6
Renewable Energy / Energy Storage / Back Up <i>With System Sizing Approval or Sizing for Max. 50% Depth of Discharge</i>	
Traction Dry Cell / Gel Cell	12/24
Solar Dry Cell	24/84
Tubular Flooded (OPzS) / Tubular Gel (OPZV)	48/84
D Series Deep Cycle AGM	9/12
Data & Tele Communications, UPS Back Up Power	
Dry Cell / Gel Cell	24
D Series AGM	12
RV / Marine <i>Max. 50% Depth of Discharge</i>	
Dry Cell / Gel Cell	36/60
D Series Deep Cycle AGM	12/36
Mixtech Marine/RV (Starting and Dual Purpose)	*
General Purpose	
D Series AGM Float (for Float Use)	12
D Series AGM Cyclic (for Light Cyclic Use)	12
UPS / High Rate	
D Series AGM High Rate	36/60
D Series AGM Front Terminal	24/120

* As per bill of sales/purchase/supply agreement

Updated: Jun 24, 2019