TRACTION PACK™ Limited & Conditional Warranty Statement

Applicable Warranty:

Harris Battery Company Inc. (Harris Battery) makes this Limited and Conditional Warranty only to the original registered user of a TRACTION PACK™ ("User").

Harris Battery warrants TRACTION PACK™ for the Applicable Warranty Period (as set out in Table 1 on Page 2/2), from the date of purchase against manufacturers' defects only. If such defects should occur within the applicable warranty period, the User will receive replacement product for any failed component(s). It is the responsibility of the User to return the warranted item and for any costs of replacement installation, including but not limited to applicable taxes and/or environmental levies, FOB Harris Battery, equipment, travel expenses, labor, and material transportation. This limited warranty is void if the product is installed incorrectly, misused, improperly maintained, handled carelessly or incorrectly operated. Additionally, this warranty is void if the components are altered without authorization, the serial numbers are removed, or repair is attempted by anyone other than a Harris Battery authorized representative.

Harris Battery makes no other warranty for TRACTION PACK™ and its related components other than this limited warranty and expressly excludes any implied warranty, including warranty for any incidental or consequential damages.

Harris Battery expressly disclaims and shall not be liable under any cause of action for or claim of "liability of supplier" or "supplier liability", as those terms are understood or applied pursuant to Ohio Revised Code §2307.78, or any similar state law, as applicable. Harris Battery shall not be liable for any damages to person or property, direct or indirect, consequential, economic or non-economic, associated with or resulting from product liability of a TRACTION PACK™.

General Provisions and Definitions:

- The product must be installed and maintained in accordance with the Harris Battery TRACTION PACK™ Configuration and Operating Instructions.
- Entire warranty is void if non-approved or undersized connector cables are used, cable ends are not attached directly to battery terminal bushings or post connections, or improper terminal hardware is used.
- Proper use is defined as not exceeding 80% Depth of Discharge of Batteries within a 24-hour period.
- Proper charging will entail consistently charging of the battery pack to 100% state of charge between uses, and allowing the charger to fully
 complete its charge cycle to 100% state of charge at least once within each 24-hour period.
- Improper charging is determined by Harris Battery with the evidence borne from the charger data logger readout.
- Improper charging, physical abuse or electrical abuse of any component of the TRACTION PACK™ will immediately and completely void the warranty for the entire TRACTION PACK™.
- The term "electrical abuse" shall include any action not consistent with proper use or occurrence that electrically causes damage to any component of the TRACTION PACK™.

Harris Battery has no obligation under this TRACTION PACK™ limited warranty if any components are damaged or destroyed because of actions and/or omissions of the User including but not limited to one or more of the following:

- Abuse or neglect.
- Tampering with, opening or removal of the battery or charger case(s) and/or battery cell caps in any manner.
- Natural forces or other occurrences such as wind, lightning, hail and/or damage due to fire, collision, explosion, penetration, vandalism or theft.
- Overcharging, undercharging, and/or charging or installing in reverse polarity.
- Improper maintenance; allowing the battery to be deeply discharged via a parasitic load; or mishandling of the TRACTION PACK™ such as, but not limited to, using the battery terminals or cables for lifting or carrying.
- Modification of the TRACTION PACK™ components and use of unauthorized components with the TRACTION PACK™ will void the warranty.
- Failure to properly install the TRACTION PACK™.
- Extremely high temperature or high vibration applications.
- If the TRACTION PACK™ is used for an application that requires higher capacity or a higher rate of discharge than the battery is designed to deliver; or the battery capacity is less than the battery capacity specified by the equipment manufacturer; or the battery is otherwise used in applications for which it was not designed.

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└ 1 800 367 7670 **ヹ** info@harrisbattery.com CORPORATE HEADQUARTERS 10708 Industrial Parkway NW Bolivar, Ohio 44612

BATTERY COMPANY

Harris Battery Will:

- Within the applicable warranty period listed, replace failed product(s) as listed under these terms:
 - Upon receipt of a completed Warranty Claim and RMA (Request for Materials Authorization) form, process a warranty claim review.
 Forms are available for download at www.harrisbattery.com/warranty.
 - Process the warranty claim within ten business days, once the RMA Form and charger data logger readout have been received by Harris Battery.
 - Upon a satisfactory proof of claim as determined by Harris Battery, repair or replace defective product at Harris Battery's option; or as may be instructed by a valid purchase/supply agreement, replace any defective product.
 - Warrant the replacement product only for the remaining unused portion of the original warranty, and the warranted original product will become the property of Harris Battery.

Table 1.

TRACTION PACK™ Product Description	Motive Power Applications	Maximum Depth of Discharge Duty Cycle	Warranty Period
TP24V512-IND	Pallet Jack/Walkie	80%	12 Months
TP24VGC6-IND	Pallet Jack/Walkie	80%	18 Months
TP24VGT6-IND	Pallet Jack/Walkie	80%	24 Months
Part# starting with: TP24V, TP36V, and TP48V	Aerial Work Platform, Floor Machine, Personnel Carrier	80%	24 Months
Part# starting with: TP24V, TP36V, and TP48V	Aerial Work Platform, Floor Machine, Personnel Carrier	40%	36 Months

Limitations:

In addition to the warranty disclaimers set out herein, Harris Battery and their dealers will not be responsible for any expenses for transportation, duties, taxes, installation, recharging, electrical system tests, loss of time or equipment use, service calls, use of rentals or other expenses.

This limited and conditional warranty is non-transferable and the original proof of purchase is required. The User is responsible for determining that each TRACTION PACK™ is of the proper size, design and capacity to perform at the time of purchase per the recommended operation and maintenance. Any TRACTION PACK™ that is undersized for any application will not be warranted. Warranty is void if published maximum charge and discharge rates are exceeded. It is the responsibility of the User to comply with these conditions and guarantee maximum currents are not exceeded.

Warranty claims must be made within ten (10) business days of tested failure or alleged defect. TRACTION PACK™ use must be discontinued upon discovery of a defect.

This warranty gives User specific legal rights and User may also have other rights which vary from state to state.

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