

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 has 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;

That if upon initial inspection, installation, charge-discharge-charge, or within 25 discharge cycles in the case of Discover® EV products, and "acceptance test", the product, (1) fails per Discover® published data to reach its 20 hour performance rating to 1.75 volts per cell at 68°F~77°F (20°C~25°C), or (2) if 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 on site pending inspection by a Discover® representative
- Follow the instructions as may be laid out more specifically in a valid and separate purchase/supply agreement

Upon a satisfactory proof of claim as determined by Discover Energy Corp., will repair, or replace at their option and or as may be instructed by a valid purchase/supply agreement, any defective product.

AND/OR, As documented by Battery Council International BCIS section 6 Rev. DEC02 the measurement of the end of life cycle performance of a battery is defined as the point at which the battery will not deliver at least 50% of the manufacturers rated capacity when discharged at the 2 hour rate, if at a later date, a **properly maintained Discover** product fails to meet 50% of its rated 5 hour capacity, as determined by Discover® by approved testing (conductance, resistance or impedance test data cannot be used as a substitute for recognized capacity testing) at 68°F~77°F (20°C~ 25 °C);

Discover® will:

- A. Within the Free Replacement period listed the product will be replaced at no charge (except for applicable taxes and/or environmental levies) Freight On Board (FOB) by a Discover® Agent, Dealer or Distributor.
- B. After the free replacement period, and for the remaining period of warranty – if applicable - the original purchaser may obtain a replacement battery of similar size upon payment of a prorated charge based upon the then current published cost per month (list price divided by total months of warranty coverage) multiplied by the number of full months in use since the date of the original purchase, FOB a Discover® Agent, Dealer or Distributor. SEE NOTE 23 for OEM adjustments.

In the event of A or B above, repair or replacement will be performed FOB a Discover® 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. Cause such actions to be taken as to comply with a valid purchase/supply agreement.

The replacement product will only be warranted for the remaining unused portion of the original warranty. The original product will become the property of DEC. The owner of the 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. Warranty will be granted provided this Proof of Sale does not exceed the batteries manufacturing production 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, at DEC'S sole option, be calculated using the manufacturing code date or ship code dater.

GENERAL TERMS AND CONDITIONS

1. The user is responsible for determining that each product is of the proper size, design and capacity to perform at the 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 are tampered with in any way.**
4. **Warranty is void if published Discover 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 published Discover 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. **Batteries whose terminals have been melted will not be warranted and, further, other batteries that are installed in series with the battery whose terminals have been melted 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 not 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 Discover® blocks installed into equipment where the chargers may not be 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 the chargers viability and to what extent a non-compliant charger may damage or shorten the battery life.
12. Back up 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. The product must be sized to limit the depth of discharge based upon average volts per cell that are equal to or greater than Discover® discharge ratings for the product.
13. Product determined to be under sized or used in a manner considered to be unsafe will not be warranted. **THERE IS NO SUBSTITUTE OR SHORT CUT FOR PROPER SYSTEM SIZING.** The final decisions on system sizing remain the responsibility of the user.
14. Discover® power blocks are warranted to have a "FLOAT" or "CYCLE" life. Warranty is void on Product designed and purchased for float service which is used in cyclic service, or any service where float product is discharged to more than 70% remaining capacity in excess of 6 times annually. Discover, at its sole option, will void any warranty on Float service products found to have been cycled out.
15. Float and **Renewable Energy** (RE Series) Product warranties apply to product not continually used in temperatures under 50°F (10°C) or above 80°F (27°C). Product must be located where individual cell temperatures do not vary by more than 5°F (2.5°C). Product life is directly affected by temperature. For every 5°F (2.8°C) increase in operating temperature above 80°F (27°C) or decrease below 50°F (10°C), life will be affected by up to 20% and warranty will be proportionately reduced. Contact your servicing dealer for system sizing and **Warranty** coverage on product to be **continually used** and maintained in temperatures below 32°F (0°C) or above 104°F (40°C).
16. Discover **Renewable Energy batteries must be Installed, Commissioned and Operated** in accordance with Discover's RE Installation and Commissioning manual (www.discover-energy.com) and the owner of the batteries must maintain maintenance records and permit Discover access to these records upon request.

17. Discover **Renewable Energy** batteries shall not be used in system designs sized to exceed a temperature compensated 50% to 60% depth of discharge. A battery presented for end of life warranty (fails to deliver at least 50% of its temperature compensated rated capacity) that is found to be caused by excessive cycling in excess of 50% to 60% DOD will not be covered by warranty. Battery life varies based on application, temperature, discharge rates, and discharge frequency and depth. Each process of discharge and the conditions associated with the discharge and re-charge that is performed outside of the limitations outlined in Discover's literature will reduce battery life.
18. Upon installation and at least once per season for float and Renewable Energy (RE) service product, (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.
19. Unless expressly noted within a Discover® Factory or Discover® Factory Warehouse Sales Contract, the warranty described in this document shall be in lieu of any other warranty, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. NOTE: Some jurisdictions do not allow limitations on how long an implied warranty lasts, or exclusion or limitation of incidental or consequential damages, so the above limitations may not apply in all cases.
20. **As published, (!)Extended Float service warranty for Data & Telecom/UPS/HR applications is offered when installations are monitored against use at 68°F~77°F (20°C~25°C) 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 only - with no extended pro rata warranty period.**
21. **Without exception**, the power block is 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 where it is determined that the frequency of discharges has exceeded acceptable levels based on requirements for safety and performance as may be defined by Discover 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 12V 33ah batteries used in wheel chair applications or Tel/UPS/HR type batteries used in Broadband applications.
22. **(!) WARRANTY IS VOID** on any Discover product subjected to excess vibration caused by out of balance or improperly operated pads in Floor Burnisher machines.
23. **(!) 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. i.e.: **Pallet Jack** applications where the battery is installed on its end.
24. **(*) WARRANTY adjustments** are calculated using the later of the sales invoice date or original bill of sale, manufacturing production code date or Discover® 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, at DEC'S sole option, be calculated using the manufacturing code date or ship code dater.
25. After the free replacement period, and - if applicable - for the remaining prorated warranty period, the customer may obtain a replacement battery of similar size upon payment of a prorated charge based upon the then current cost per month. The cost per month is determined by dividing the current MSRP less 30% (100 - 30% = 70) by the months of warranty coverage and multiplying the result by the months in use since the date of the original bill of sale, provided that the proof of sale invoice date does not exceed the batteries production date code or ship dater (whichever is latest) by more than 6 months. All warranty adjustments are offered FOB Discover Factory Warehouses or dealers only.
26. In addition to the warranty disclaimers set out here-in, Discover Energy Corp., and it's 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.

EV Series, RE Series Tubular & D Series AGM

FREE* Replacement Months
 from in service date

SERVICE APPLICATION & USE

(!) LSV**, NEV***, Scrubber Sweeper, Burnisher, Aerial Lifts & Pallet Jacks	
EV 700 Series 2V/6V/8V/12V	12
EV Dry Cell 2V/6V/8V/12V	9
DC Refrigeration, Anti-idle, Generators, & Compressors	
EV 700 Series 2V/6V/8V/12V	12
EV Dry Cell 2V/6V/8V/12V	9
RE Series 2V, 6V and 12V Tubular Flooded & Tubular Gel	Up to 48 Months Free with 96 Months Total
Mobility/HME****	
EV 700 Series 2V/6V/8V/12V	18
EV Dry Cell 2V/6V/8V/12V	12
Renewable Energy <i>With system sizing approval or sizing for >50% remaining capacity</i>	
EV 700 Series 2V/6V/8V/12V	24
EV Dry Cell 2V/6V/8V/12V	18
RE Series 2V, 6V and 12V Tubular Flooded & Tubular Gel	Up to 48 Months Free with 96 Months Total
Renewable Energy <i>Without system sizing approval or sizing for <50% remaining capacity</i>	
EV 700 Series 2V/6V/8V/12V	12
EV Dry Cell 2V/6V/8V/12V	9
RE Series 2V, 6V and 12V Tubular Flooded & Tubular Gel	Up to 24 Months Free with 48 Months Total
Data & Tele Communications, UPS Back Up Power	
EV 700 Series 2V/6V/8V/12V	36
EV Dry Cell 2V/6V/8V/12V	24
RE Series 2V, 6V and 12V Tubular Flooded & Tubular Gel	Up to 48 Months Free with 96 Months Total
RV and Marine <i>With system sizing approval or sizing for >50% remaining capacity</i>	
EV 700 Series 2V/6V/8V/12V	24
EV Dry Cell 2V/6V/8V/12V	18
RE Series 2V, 6V and 12V Tubular Flooded & Tubular Gel	Up to 24 Months Free with 48 Months Total
D Series AGM 6V/8V/12V	6
RV and Marine <i>Without system sizing approval or sizing for <50% remaining capacity</i>	
EV 700 Series 2V/6V/8V/12V	12
EV Dry Cell 2V/6V/8V/12V	9
Advanced AGM 6V/8V/12V	3

(**) LSV = Low Speed Vehicle, (***) NEV = Neighborhood Electric Vehicle, (****) HME = Home Medical Equipment

DISCOVER® GENERAL SERIES SEALED VALVE REGULATED (SVR) APPLICATIONS WARRANTY GENERAL, TELECOM, UPS & HR SERIES

DISCOVER® TYPE	DESCRIPTION	FLOAT TYPES FLOAT SERVICES		CYCLIC TYPES CYCLIC SERVICES	
		FREE*	TOTAL*	FREE*	TOTAL*
Discover® SVR	2V/4V/8V .3ah – 30ah	12	12	12	12
Discover® SVR	6V .5ah – 179ah	12	12	12	12
Discover® SVR	6V 180ah – 250ah	12	12	12	12
Discover® SVR	12V .5ah – 30ah	12	12	12	12
Discover® SVR	12V >30ah – 250ah	12	12	12	12
Discover® SVR	24V 2ah - 10ah	12	12	12	12
Discover® Tel/UPS/HR	2V up to 199ah	60	120	12	12
Discover® Tel/UPS/HR	2V 200ah – 3000ah	60	120	12	12
Discover® Tel/UPS/HR	6V/12V DT-4ah	24	120	12	12
Discover® Tel/UPS/HR	6V/12V DT-> 50ah	36	120	12	12
Discover® Tel/UPS/HR	12V DT-X Series	36	120	12	12
Discover® Tel/UPS/HR	12V DT-XG Series	48	120	12	12
Discover® Tel/UPS/HR	12V DTA-X Series	36	120	12	12
Discover® Tel/UPS/HR	12V DTA-XG Series	48	120	12	12

CONDITIONS APPLY. See General Terms & Conditions above for more information.

Discover Energy Corp. is proud to offer the purchaser amongst the longest free replacement warranty coverage available in the world on similar product. We are able to do so by insisting that the purchaser buy a product properly designed and sized for the application in addition to ensuring that the application is capable of managing the requirements of the product to achieve its optimum performance. Discover® will be pleased to work with you to ensure your experience with Discover® products meets your requirements and overall expectations, including supplying or recommending power supply products specifically designed and enhanced to charge Discover® batteries and EV Traction DRY in OEM or after market applications.

*** From Sales Invoice Date, Manufacturing Code Date or Factory Warehouse Ship Code date** whichever is latest!

WITHOUT EXCEPTION:

Discover power blocks 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 where it is determined that the frequency of discharges has exceeded acceptable levels based on requirements for safety and performance as may be defined by Discover 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 12V 33ah batteries used in wheel chair applications or Tel/UPS/HR type batteries used in Broadband applications.