

FIRST NATIONAL BATTERY

Division of METINDUSTRIAL (PTY) LIMITED

Motive Power Battery : Sole and Exclusive Warranty

All batteries manufactured by FIRST NATIONAL BATTERY, a Division of METINDUSTRIAL (PTY) LIMITED (FNB) are guaranteed against faulty workmanship and defective materials, with effect from the date of delivery, for either 1 248 cycles of charge and discharge or a maximum period of 4 (FOUR) years - whichever occurs first.

This warranty is based on an average monthly usage of 26 cycles of charge and discharge (to a maximum of 80 percent of discharge of the cell's five-hour rated capacity). A cell will be deemed to have reached the end of its life when it can no longer deliver 80 percent of its nominal five-hour capacity.

This warranty will be rendered null and void should:-

- the battery be used outside of the terms and conditions of this warranty
- the battery not be operated and maintained in strict accordance with FNB's maintenance instructions
- the battery be topped up with any additives other than approved battery water
- the rated battery capacity be insufficient for, or in excess of the duty cycle required
- the battery be neglected, improperly used or abused in any way whatsoever whether internally or externally
- the equipment used to charge the battery be unsuitable or incorrectly adjusted for the battery being charged
- the battery have been subjected to excessive/abnormal wear and tear
- damage to the battery be caused by repairs performed by a unauthorised party
- the battery be fitted with non-FNB approved devices, such as unapproved battery fillings systems

In the event of failure of the battery arising due to faulty workmanship or defective materials during the first 312 cycles or 1 (one) year, whichever occurs first, the battery will, at FNB's sole discretion, be replaced or repaired free of charge. Thereafter and during the remainder of the warranty term any replacement or repairs to the battery by FNB will be performed on a *pro rata* basis (e.g. should a cell fail after 3 years [or 936 cycles] the cost to the customer for repair or replacement of the cell will be limited to 36/48 of FNB's then current list price).

The warranty on the replaced or repaired battery shall be limited to the remainder of the warranty term of the original battery, and subject to the terms and conditions herein.

FNB and its duly appointed agents exclude all liability whatsoever for any and all damages, losses, injury or expenses and whether of a direct, indirect, incidental or consequential nature or otherwise and howsoever caused and by whomsoever suffered and which may arise out of or relate to the use or inability to use the battery or any failure whatsoever to meet this warranty.

This warranty is the only warranty which is given and is specifically in lieu of all other warranties, expressed or implied in law, including any implied warranty of fitness for a particular purpose.

This warranty shall not prejudice any other rights that FNB may have in terms of the common law or these terms and conditions.