

## 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<sup>®</sup> 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, and that if upon initial inspection, installation, charge-discharge-charge, or within 25 discharge cycles in the case of Discover<sup>®</sup> EV products, and "acceptance test", the product,

- I. fails per Discover<sup>®</sup> published data to reach its 20 hour performance rating to 1.75volts per cell at 68°F~77°F(20°C~25°C), or
- II. if upon initial inspection, the product has identifiable flaws in materials or workmanship that would impair the life or product performance; <u>The user will:</u>
  - $\checkmark$  Upon written approval, return the product for examination, or
  - ✓ Hold the production site pending inspection by a Discover<sup>®</sup> representative
  - ✓ 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 –that the failed product will be replaced at no charge(except for applicable taxes and/or environmental levies) Freight On board(FOB) by a Discover<sup>®</sup>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 product of similar size upon payment of a prorated charge based upon the then current published cost per month(purchase 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<sup>®</sup>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<sup>®</sup>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, or the 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 dater.



# 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 amphours over its lifetime and is considered to have reached its normal end of life if the application uses up all of these amp-hours, regardless of the time the Battery has been in service. Therefore Discover 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 Discover, in its sole discretion. SEE NOTE 19.

Battery Council International BCIS section 6 Rev. DECO2 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 any 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 any Battery that is damaged or destroyed as a result of one or more of the following:

- I. Failure to charge, maintain or install the Battery in accordance with the current guidance published by Discover.
- II. Use of Battery in conjunction with batteries of a different model or manufacturer.
- III. Natural forces such as lightning.
- IV. Damage due to fire, collision, explosion, vandalism, theft, penetration, or opening of the Battery's case in any manner.
- V. Overcharging, undercharging, charging or installing in reverse polarity, improper maintenance, allowing the Battery to be in a prolonged discharged state or deeply discharged via a parasitic load.
- VI. Continual "<u>partial state-of-charge</u>" usage of the battery including repeated consecutive discharges below 50% DOD without a full and complete re-charge.
- VII. Mishandling of the Battery such as but not limited to using the terminals for lifting or carrying the Battery.
- VIII. Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
- IX. Use of the Battery for an application that requires higher cranking power, reserve rating, or capacity than the Battery is designed to deliver; or any other use of the Battery in applications for which it was not designed
- X. WARNING DO NOT USE ANY TYPE OF OIL, ORGANIC SOLVENT, ALCOHOL, DETERGENT, STRONG ACIDS, STRONG ALKALIS, PETROLEUM-BASED SOLVENT, OR AMMONIA SOLUTION TO CLEAN THE BATTERY COVERS AND BATTERY TOPS. THESE MATERIALS MAY CAUSE PERMANENT DAMAGE TO THE BATTERY COVERS AND BATTERY TOPS AND WILL VOID THE WARRANTY.

# 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 OR FLAME ARRESTORS are tampered with in anyway.
- 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 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<sup>®</sup> 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<sup>®</sup> recognized and approved charging algorithms with no ripple. In cases where chargers are used that do not meet this criteria, i.e. Discover<sup>®</sup> 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. Trickle chargers that do not have a regulated trickle charge voltage between 13.5V and 13.8V (no lower than 13.5V and no higher than 13.8V) will cause early failure of the Battery. Use of such chargers with the Battery will also void the Battery's warranty. For applications where an alternator is present, the alternator must deliver between 14.0V and 14.7V when measured at the Battery's terminals.
- 13. 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<sup>®</sup> 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 SHORT CUT FOR PROPER SYSTEM SIZING**. The final decisions on system sizing remain the responsibility of the user.
- 15. Discover<sup>®</sup> 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.
- 16. Float and Renewable Energy (RES) Product warranties apply to product that is not continually used in temperatures under 50°F (10°C) or above 77°F(25°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 77°F(25°C) or decrease below 50°F (10°C), 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 32°F(0°C) or above 90°F (32°C).

discoverbattery.com

# Discover®

- 17. Upon installation and at least once per season for float and Renewable Energy (RES) 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.
- 18. As published, (!)Extended Floatservice 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 area maximum of 1/3listed Free replacement-to a maximum of 12 months only-with no extended pro-rata warranty period.
- 19. 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 maybe 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 12V33ah batteries used in wheelchair applications or Tel/UPS/HR type batteries used in Broadband applications.
- 20. (!) WARRANTY IS VOID on any Discover product subjected to excess vibration caused by out of balance or 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. i.e.: 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 Discover<sup>®</sup> 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 dater.
- 23. 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 original purchase price by the months of total 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.
- 24. Unless expressly noted within a Discover<sup>®</sup> Factory or Discover<sup>®</sup> Factory Warehouse Sales Contract, the warranty described in this document to the extent permitted by law IS IN LIEU OF, AND DISCOVER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN SO FAR AS SUCH WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, DISCOVER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION AND REMEDIES OF THIS WARRANTY. DISCOVER'S EXCLUSIVE LIABILITY FOR BREACH OF WARRANTY SHALL BE TO REPLACE THE BATTERY WITHIN THE EFFECTIVE WARRANTY PERIOD. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY OTHER KIND, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHERWISE. NOR SHALL DISCOVER BE LIABLE FOR ANY REMOVAL OR INSTALLATION EXPENSE, OR THE LOSS OF TIME OR PROFITS. 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 Discover is authorized to make any warranty in addition to those made in this agreement.

Page4

SERVICEAPPLICATION&USE

EV Dry Cell 2V/6V/8V/12V

EV Dry Cell 2V/6V/8V/12V

Mobility/HME\*\*\*\*

D Series AGM 2V/6V/8V/12

D Series AGM 2V/6V/8V/12V

# EV, OPZS RES, OPZV RES, INV RES & D Series AGM

frominservicedate (!) LSV\*\*, NEV\*\*\*, Scrubber Sweeper, Burnisher, Aerial Lifts & Pallet Jacks 9 3 DC Refrigeration, Anti-idle, Generators, & Compressors 9 3 12

FREE\*ReplacementMonths

EV Dry Cell 2V/6V/8V/12V D Series AGM 2V/6V/8V/12V 6 **Renewable Energy**With system sizing approval or sizing for >70% remaining capacity (30% DOD) EV Dry Cell 2V/6V/8V/12V 24 OPZS RES, OPZV RES, INV RES Up to 48 Months D Series AGM 2V/6V/8V/12V 9 Renewable EnergyWithout system sizing EV Dry Cell 2V/6V/8V/12V 9 OPZS RES, OPZV RES, INV RES Up to 24 Months D Series AGM 2V/6V/8V/12V 6 Data & Tele Communications, UPS Back Up Power EV Dry Cell 2V/6V/8V/12V 24 D Series AGM 6V/8V/12V 12 **RV/Marine House Power** EV Dry Cell 2V/6V/8V/12V 12 D Series AGM 6V/8V/12V 6

\*\* LSV= LowSpeedVehicle

Page5

\*\*\* NEV=NeighborhoodElectricVehicle

\*\*\*\* HME= Home Medical Equipment

# DISCOVER<sup>®</sup>GENERAL SERIES SEALED VALVE REGULATED(SVR) APPLICATIONS WARRANTY GENERAL, TELECOM, UPS & HR SERIES

	FLOAT TYPES			CYCLICTYPES		
DISCOVER®TYPE	DESCRIPTION	FLOAT	SERVICES	CYCLIC SERVICES		
		FREE*	TOTAL*	FREE*	TOTAL*	
Discover <sup>®</sup> SVR	2V/4V/8V.3ah- 30ah	12	12	12	12	
Discover <sup>®</sup> SVR	6V.5ah– 179ah	12	12	12	12	
Discover <sup>®</sup> SVR	6V180ah– 250ah	12	12	12	12	
Discover <sup>®</sup> SVR	12V .5ah– 30ah	12	12	12	12	
Discover <sup>®</sup> SVR	12V>30ah– 250ah	12	12	12	12	
Discover <sup>®</sup> SVR	24V2ah- 10ah	12	12	12	12	
Discover <sup>®</sup> Tel/UPS/HR	2V upto199ah	60	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	2V200ah– 3000ah	60	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	6V/12VDT-4ah	24	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	6V/12VDT->50ah	36	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	12VDT-XSeries	36	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	12VDT-XGSeries	48	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	12VDTA-XSeries	36	120	12	12	
Discover <sup>®</sup> Tel/UPS/HR	12VDTA-XGSeries	48	120	12	12	

\* From Invoice Date ,Manufacturing Code Date or Factory Warehouse Ship Code dater whichever is latest!

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. 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<sup>®</sup> will be pleased to work with you to ensure your experience with Discover<sup>®</sup> products meets your requirements and overall expectations, including supplying or recommending power supply, maintaining and conditioning products specifically designed and enhanced to charge and maintain Discover<sup>®</sup> batteries and Cells in OEM or aftermarket applications.

### WITHOUT EXCEPTION:

Discover cells and power blocks are specifically designed and produced for particular starting, float or cyclic applications and warranted to have a starting, float or cycle life, BUT DUE TO VARYING USES AND OPERATING CONDITIONS, IT IS IMPOSSIBLE TO ANTICIPATE THE USEFUL LIFE OF A BATTERY, OR ANY BATTERY, WITH ABSOLUTE CERTAINTY. IF A DISCOVER BATTERY SHOULD MATERIALLY FAIL DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY SHALL CONTROL THE TERMS FOR ADJUSTMENT.

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 12V33ah batteries used in wheelchair applications or Tel/UPS/HR type batteries used in Broad band applications.

## DISCOVER®EV Semi-cyclic batteries for TRANSIT BUS APPLICATION WARRANTY

FREE\* Replacement Months from in service date

Diesel Starting Transit BUS Applications with low voltage cutoff equipped systems set to a maximum 50% DOD					
EV8DA-SA	36				
EV8DA-SB	12				
EV4DA-SA	36				
EV4DA-SB	12				

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<sup>®</sup> EV8D and EV4D Transit BUS 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; further, in cases where drop terminals (BUS type Side Terminals) are bolted or burnt on, that this service has been performed safely and with precision taking care not to damage the integrity of the batteries original SAE terminal and that the BUS type terminal has been correctly affixed to the braces on the end of the cases in a manner that restricts the BUS type terminal from movement in any horizontal or vertical direction, AND

That if upon initial inspection, installation, charge-discharge-charge, the product, (1)fails per Discover<sup>®</sup> published data to reach its 20 hour performance rating to 1.75volts percellat68°F~77°F(20°C~25°C),or(2) fails to deliver its CCA rating in amps for 30 seconds without the terminal voltage falling below 7.2 volts, or (3) 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 production 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, Discover will repair, or replace the product at their option and/or in accordance with a valid purchase/supply agreement, any defective product.

### AND DISCOVER WILL:

<u>After installation</u>, and during the free replacement period, (1) if **A FULLY CHARGED** battery fails to deliver at least ½ THE COLD CRANKING AMP RATING IN DC AMPS for 15 seconds without the terminal voltage falling below 9.6 volts, and (2) uponinspection, thebattery weight is greater than its minimum allowable weight as shown in the table below, as determined and approved by Discover, then Discover, at its sole discretion will repair or replace the product free of charge.

DISCOVER MODEL #	COLD CRANKING AMP RATING	AH (20HR)	RESERVE CAPACITY	WEIGHT	MINIMUM ALLOWABLE WEIGHT
EV8DA-SA	1400	280	660	77 +/-3%	69 Kg
EV8DA-SB	1400	240	520	76 +/-3%	68 Kg
EV4DA-SA	1200	240	535	61 +/-3%	55 Kg
EV4DA-SB	1200	200	480	60 +/-3%	54 Kg

Updated: November22<sup>nd</sup>,2016