



5-Year Warranty

Warranty and Adjustment Agreement

Legacy Power System High Performance Battery by Douglas Used in Motive Power Applications

The Legacy Power System High Performance Batteries by Douglas Manufacturing Co., eleven (11) through thirty-three (33) plate, are warranted for a period of sixty (60) months against defects in materials and workmanship, subject to the following terms and conditions. Unless otherwise specified, new battery warranties shall commence upon receipt.

As the sole and exclusive remedy in discharge of this Warranty, the Manufacturer agrees that if the battery fails to deliver 80% of its published rated capacity, or if any cells do not meet Manufacturer's specifications, within sixty (60) months from date of receipt, Manufacturer, at its option, will either (a) repair cells or battery at its expense, or (b) credit user in an amount equal in dollars to the net purchase price of the original battery against the purchase of another Legacy High Performance Battery by Douglas of equal or greater value in exchange for the unserviceable battery(ies). Under both options (a) and (b) all transportation costs after the first twelve (12) months from receipt are the responsibility of the user, f.o.b. the Manufacturer's nearest service representative or factory location.

Miscellaneous parts, such as vent caps, cables, and connectors will be warranted for ninety (90) days from date of receipt. Automatic watering systems which are installed by the Manufacturer also are warranted for ninety (90) days from date of receipt. Furthermore, the User must agree to give the Manufacturer prompt notice of such alleged defects and return alleged defective cells, or battery(ies) prepaid to Manufacturer's factory or representative for examination and testing.

All replaced batteries and cells become the property of Douglas Battery Manufacturing Company. These warranties are subject to the following terms and limitations:

1. User and Manufacturer mutually agree each battery is of the proper size, design and capacity for the duty it is to perform and will not be required to perform at any time during the period of the Warranty in excess of this agreed value.
2. Each battery will be matched with a Legacy Power System charger, Douglas charger or Douglas approved charger of proper size and rating and maintained in accordance with Manufacturer's printed and supplemental written instructions.
3. All matched chargers will be equipped with a factory-installed, UL-listed, Douglas approved automatic control.
4. The lift truck is equipped with an approved lift lockout device.
5. This Warranty is invalid if battery(ies) are subject to misuse, abuse, or physical damage other than ordinary wear and tear.
6. User agrees that Manufacturer's Representative may have access to equipment furnished hereunder at least annually for purposes of inspection at reasonable hours and to supply Douglas Battery Manufacturing Company with maintenance/inspection records.
7. Battery(ies) are limited to one cycle of charge and discharge of no more than 80% of rated capacity per twenty-four (24) hour day and no more than three hundred (300) cycles per calendar year.
8. Manufacturer undertakes no responsibility for any costs to remove or install battery(ies).
9. Manufacturer undertakes no responsibility for work done or expense incurred in connection with repair or replacement except on specific authority from our General Sales Office.



Douglas Battery Manufacturing Company
500 Battery Drive
P.O. Box 12159
Winston-Salem, NC 27117
1-800-DOUGLAS (1-800-368-4527)
<http://www.douglasbattery.com>

10. This Warranty is invalid if average electrolyte temperature of battery is below 45°F or above 100°F.
11. This Warranty and Adjustment Agreement applies only to original purchaser (User) and is non-transferable.
12. This Warranty and Adjustment Agreement applies only to products placed in service in the USA, Canada, Australia and New Zealand.

LIMITATIONS OF LIABILITY:

The above warranties are in lieu of all other remedies, including actions for contract or negligence. All warranties expressed or implied, of merchantability or of fitness for a particular purpose are hereby excluded. User shall indemnify and save Douglas Battery Manufacturing Company, harmless from any expenses and liabilities arising out of the use, maintenance, possession, transportation or installation of any battery covered by this agreement, and Douglas Battery Manufacturing Company shall not be liable for indirect, accidental or consequential damages arising out of sale, or relating to the use of the batteries covered hereby. In no event shall the liability of Douglas Battery Manufacturing Company for any and all claims of breach of warranty or negligence, exceed the purchase price of the battery, or at the election of Douglas Battery Manufacturing Company, the repair or replacement of the defective battery. Douglas Battery Manufacturing Company makes no warranties which extend beyond the respective time period stated above. Upon acceptance of Douglas battery(ies), the User acknowledges that these limitations and disclaimers are conditions of sale and that they constitute the entire agreement between the parties regarding warranty or other liability.

