

DELTEC MINING TUBULAR TRACTION CELL WARRANTY

The Deltec Mining Tubular Traction cell is warranted by Deltec Energy Solutions a member of the Hudaco group against faulty workmanship and defective materials for a period of 1265 cycles and discharges or a maximum period of 24 months from the date of purchase, whichever takes place first.

In the event of any defect in material and or workmanship arising within the said cycle life or period, Deltec Energy Solutions undertakes in its sole discretion and subject to the following conditions to repair the defect or provide a cell for a replacement to the client.

- 1 Any claim in terms of this warranty must be reported to Deltec Energy Solutions or its nominated agents as soon as the purchaser becomes aware of the possible defect.
- 2 The purchaser must return the defective battery to Deltec Energy Solutions or its duly authorised agent for warranty inspection and testing, as per the instructions from its principals.
- 3 The purchaser must exhibit satisfactory proof of purchase of the battery from Deltec Energy Solutions or its duly authorised Agent.

The warranty on the repaired or replaced cell will extend from the original date of sale of the defective cell.

This Warranty shall not apply where the cells are used in an application whose specifications requires a cell of a different size/ampere hour capacity to this battery or where this battery is fitted below the suggested ampere hour capacity (at the 5 hour rate) of the system that it is intended for, or where this battery is damaged due to negligence, improper use / application, abuse, incorrect or over charging, sulfation, whether due to a faulty electrical system or charging apparatus, or battery management system ,excessive / abnormal wear and tear, where the battery is fitted close to a heat source that raises the temperature on a constant basis above the levels as prescribed by the manufacturer, environmental conditions or any other damage arising from accident, civil commotion, labour / political unrest or rioting.

No liability whatsoever will be accepted by Deltec Energy Solutions or its duly authorised agent for any damage or losses howsoever caused and of whatsoever nature whether in the contract and or, direct, or consequential or otherwise as sustained by the purchaser or any other person resulting from the failure or defect of this battery.

CLAIMS WILL NOT BE ACCEPTED UNDER THE FOLLOWING CONDITIONS:

- ✓ Proof of purchase cannot be substantiated.
- ✓ The cell is out of the warranty period.
- ✓ The cell has been fitted to a system for which it was not intended.
- ✓ The cell was used for the incorrect application.
- ✓ The cells were topped up with water containing any additives other than distilled water
- ✓ The rated battery capacity be insufficient for the duty cycle required
- ✓ The battery was allowed to stand for periods with or without current draw and has been subjected to long-term discharge and has resulted in the battery sulfating.
- ✓ Battery connectors are damaged by melting and arcing, or are bent, twisted, chipped or otherwise distorted/damaged and or corroded.
- ✓ The cell is dry due to overcharging or excessive tilting.
- ✓ The cells are charged below specifications and are flat.
- ✓ The battery casing is cracked or otherwise damaged.
- ✓ The battery has been damaged due to overcharging, system failure which can damage the battery in any way, loose terminals causing substandard connections.
- ✓ Non-conforming cable or poor quality cabling is used.
- ✓ The cells have been discharged to below the manufacturer's depth of discharge curve for long periods of time resulting in overcharging.