

TITUS LITHIUM IRON PHOSPHATE BATTERY for medical cart applications

Warranty Information

Limited warranty

This Limited Warranty applies only to TITUS U1 battery products sold by or leased from DEVON COMPANY (DC)

DEVON COMPANY INC.(DCI) guarantees that the battery products purchased or leased from DCI are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of delivery (F.O.B. Brighton, MI). The dated sales or delivery receipt, showing the date of delivery of the product, is the proof of purchase or lease date. Proof of purchase or lease as a condition of receiving warranty service. Purchasers are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your DCI Battery Product is required within the Limited Warranty Period.

During the Limited Warranty Period, DCI will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of DCI. In the unlikely event that the DCI battery has recurring failures, DCI, at its sole discretion, may elect to provide (a) a replacement unit of DCI's choosing that is the same or equivalent to the DCI battery in performance or (b) to provide a refund of the purchase price or lease payments (less interest) in lieu of a replacement. This is the exclusive remedy for defective products.

It is mandatory that the unit product number and serial number be made available when requesting a warranty service event. Failure to do so may result in the event being deemed out of warranty by DCI.

Unless otherwise stated, and to the extent permitted by local law, new DCI batteries may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. DCI may repair or replace DCI batteries (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for

ninety (90) days or, for the remainder of the Limited Warranty Period of the DCI battery they are replacing or in which they are installed, whichever is longer.

Notes:

An effective repair does not necessarily require the replacement of a defective part. For example, replacing a PC board component, a cell pack, or module or updating revision levels of ROM BIOS on a PC board are activities that in many instances deliver an effective repair.

1. The procedure for handling returned units is as follows:
2. The documents accompanying a returned item, record the serial number of the battery and a description of the fault.
3. Using the first two pieces of information for warranty verification only, the unit is then transferred to DCI in Brighton, MI. by UPS Ground, F.O.B. Brighton, MI.
4. During the testing/repair cycle, the battery will be tested and the warranty files extracted for evaluation.
5. If components are damaged, they will be removed and scrapped.
6. The DCI TITUS battery was shipped to the customer in a UN/DOT 38.3 certified carton. The battery has a classification which will prevent its shipment in any other container. It is imperative that the end user save the container/carton for potential reshipment.

Exclusions:

DCI does not guarantee that the operation of this product will be uninterrupted or error-free. DCI is not responsible for damage that occurs as a result of failure to follow the instructions intended for the DCI battery.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which:

The serial number has been removed, damaged or rendered defective;

- (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes;
- (b) by operation outside the usage parameters stated in the user documentation that shipped attached to the product on the case label.
- (c) Improper site preparation or maintenance
- (e) failure due to performance of the charging system
- (f) loss or damage in transit
- (g) by modification or service by anyone other than

- (i) DCI
- (ii) an DCI authorized service provider

DCI IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. DCI IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA, or SOFTWARE INSTALLED.

Limitation of liability

Battery is warranted for a period of 2 years from date of shipment or 3000 cycles based on 80% depth of discharge (D.O.D.) and maintains a minimum of 80% of the original Amp hour, current capacity.

Additional warranty may be purchased, as an extension.

Warranty applies only to batteries applied in the "Medical Cart" application and that are used inside the parameters of the DCI Specification sheet dated xx/xx/20xx, covering the following part numbers:

TITUS MODEL # xxxxx

Limitation of liability

If the DCI Battery product fails to work as warranted above, DCI's maximum liability under the limited warranty is expressly limited to the lesser of the price paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use. Except as indicated above, in no event will DCI be liable for any damages caused by the product or the failure of the product or its performance, including any lost profits or savings, business interruption, loss of use or any other commercial or economic loss of any kind, or special, incremental, or consequential damages. DCI is not liable for any claim made by a third party or made by you for the third party. This limitation of liability applies whether damages are sought, or a claim made, under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim

or any other claim. This limitation in liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised DCI, or an authorized representative of DCI, of the possibility of any such damages or even if such possibility were reasonably foreseeable.

This limited liability gives specific legal rights. You may also have other rights that may vary from state to state or from county to country. You are advised to consult applicable state or country laws for a full determination of rights.

DCI's warranty obligation extends only to products, options, and parts manufactured or distributed by DCI.