



Green Power Batteries, LLC.

619-737-5944 | [www.greenpower-batteries.com](http://www.greenpower-batteries.com)

### **New Charger Warranty**

Eco-Power Batteries LLC (hereinafter called "Green Power Batteries") warrants that each new and unused Eagletronic charger (hereinafter called "charger") is manufactured and supplied with good workmanship and is free from any inherent mechanical defects, provided that (1) the product is installed correctly and operated in accordance with generally accepted industrial standards and in accordance with the instructions of manufacturer, (2) the product is used under normal conditions for which designed, (3) the product is not subjected to misuse, negligence or accident and (4) the product receives proper care, protection and maintenance under supervision of competent personnel. This warranty is subject to the following provision:

1. **PRODUCTS AND PARTS WARRANTED.** Subject to the exception listed below each charger is warranted for a period of five (5) years for (Digital Controller Boards) or three (3) years (LED Bargraph Controller) from the date of its shipment, provided the charger is used in accordance with the published performance rating or the unit involved on Material and/or manufacturing Defects. The exceptions and Standards to this warranty are as follows:
  - a. Primary switch contacts are warranted for One (1) Year. Exception for Single Phase Contactors in which Tap settings are set incorrectly and/or uncontrollably varying A/C voltages.
  - b. Fuses, bulbs and filters are not warranted unless found to be defective prior to use.
  - c. Power transformers on units (with digital control) shipped after January 1, 2002 are warranted for seven (7) years after shipment of the unit (s) of which they are a part, provided, however, that during the last four (4) years of this 7 year period the warranty covers parts replacement only -no labor or other services are provided, nor shall Green Power Batteries be obligated to reimburse the owner or any other person for any work performed.
  - d. Power transformers on unit (with bargraph control) shipped after January 1, 2002 are warranted for five (5) years after the shipment of the unit(s) of which they are a part, provided, however, that during the last two (2) years of this 5 years period the warranty covers parts replacement only - no labor or other services are provided, nor shall Green Power Batteries be obligated to reimburse the owner or any other person for any work performed.
2. **COMMENCEMENT OF WARRANTY TIME PERIODS.** The warranty periods shall commence on the date of shipment.
3. **PERSONS COVERED BY WARRANTY.** This warranty is extended only to the purchaser of new charger from Green Power Batteries, or one of its authorized distributors. The product purchased under this agreement shall be used exclusively by the buyer and its employees and by no other persons, and therefore there shall be no third party beneficiary of this warranty.

## New Charger Warranty cont'd

4. LIMITATION OF REMEDY. The existence of claimed defects in any product covered by this warranty is subject to Green Power Batteries inspection and judgment. Liability is limited to repair of any defect found by Green Power Batteries to exist or, at Green Power Batteries option, the replacement of the defective charger, F.O.B. factory after the defective product has been returned by the purchaser at its expense to Green Power Batteries shipping place. Replacement and exchange parts will be warranted for the remainder of the original warranty or for a period of ninety (90) days, whichever is greater. Green Power Batteries and its authorized distributors or dealers shall not be liable for direct or indirect, special or consequential damages in excess of such repair or replacement. In no event shall the purchaser be entitled to recover for contingent expenses resulting from but not limited to, telephone calls,

telegrams, travel expenses, lodging, duties and taxes, labor (exception made to service depot)

5. USE OF DEFECTIVE PRODUCTS. Continued use of the charger after discovery of a defect voids all warranties. Green Power Batteries will not be responsible for rental or replacement equipment, loss of business or profits or other commercial losses.

6. ALTERED EQUIPMENT. Except as authorized in writing, the warranty specified does not cover any charger that has been altered by any party other than Green Power Batteries.

EXCEPT AS STATED ABOVE, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

GREEN POWER BATTERIES NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR JAMCO ANY OTHER LIABILITY IN

CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES

COLLATERAL TO OR AFFECTING THIS WRITTEN WARRANTY.

When Labor is covered, One (1) hour of labor at maximum of sixty-five (65) dollars claimed will be allowed to service depot on our list for guaranteed parts replacement only and one (1) hour of travel time at a maximum of sixty-five (65) dollars.