

Cellpower Warranty Conditions

Article 1 – General

Our products are manufactured with the greatest possible care. The battery's warranty pertains to:

- Leak-free, retaining its shape and can be discharged in any position
- High discharge current to 10°C
- Self-discharge of less than 3% per month at 20°C
- Short-circuit in one or more cells in a new battery
- Internal interruption or poor pole connection in a new battery
- Incorrect polarity, when the positive pole turns out to be negative in a new battery

All batteries are supplied free from material and manufacturing defects in accordance with the following warranty clauses and claim conditions.

Article 2 – Warranty period

The start date of the warranty is the same as the invoice date, which is noted on your purchase invoice. Provided the following warranty clauses are met, Cellpower batteries have a one-year warranty, except for Lithium batteries and the CPW Series. The warranty on Lithium batteries is two years and the warranty on CPW batteries is three years, provided the special CPW warranty clauses are met.

Article 3 – Correct battery use

The lifespan of batteries in cyclical operation is highly dependent on the depth of the discharge. In essence, the lifespan of such a battery is determined at the time of purchase. First of all, it should be determined whether the battery is suitable for the intended current consumption and the available charging regime. A discharge that is too deep due to insufficient capacity of the battery or the charger/dynamo can produce accelerated loss of active mass and a reduced lifespan.

Sulphation occurs in lead batteries that are insufficiently charged over a long period of time. The battery plates harden and that produces a permanent loss of capacity. For the lifespan of a battery it is important to charge to the terminal voltage of 14.4 Volt on a regular basis.

When sulphated batteries are charged, dendrites may form on the negative plate; they are sharp, needle-shaped crystals that can cause a bridge circuit between the two plates. Such a circuit is called a cell circuit and is often attributed incorrectly to a manufacturing defect!

Finally, cyclical lead batteries must be discharged deeply and recharged on a regular basis, preferably once every two weeks. Lead batteries that are not used very intensively and are always fully charged after minor discharges, also lose capacity.

Article 4 – Warranty clauses

General warranty clauses

- A battery/battery system is only deemed defective when it is no longer able to supply at least 85% of the originally specified capacity within one year, 75% within two years and 70% within three years.
- Every battery must be stored, charged and discharged in accordance with the manual and the content of the previous Article.
- The warranty period becomes null and void if the battery/battery system is subjected to temperatures >30°C and < 10°C.

- The warranty period is reduced by 50% with a temperature increase over 25°C or decrease to below 15°C.
- The warranty period becomes null and void if the battery/battery system no longer complies with the specifications due to defective maintenance, incorrect application/use of the battery, fire, hooliganism, acts of war, excessive wear, broken housing, cover damage, damaged battery poles, frozen batteries, use of chemical or other additives, etc.

Specific warranty clauses for CPW batteries

- The battery/battery system must be installed and maintained in accordance with the applicable Cellpower installation and maintenance conditions.
- A minimum maintenance contract must be concluded for the battery system.
- If the extended warranty conditions are met, a battery/battery system is replaced in full, including the corresponding replacement activities.
- These warranty conditions do not oblige replacement activities that include vertical transport, activities outside office hours, urgent repairs and comparable non-standard implementation as part of the activities.
- For the purpose of replacement on the basis of the warranty conditions, additional/special activities are carried out following prior consultation in accordance with the rate that applies to those activities at that time.

Article 5 – Claims

In the event of a possible claim under these warranty conditions, the original Cellpower representative must be contacted. The claim procedures and forms will be made available and the claim will be processed. If the validity of a claim is deemed sufficiently proven, the possibility of repair will be investigated in first instance. If repair is not possible, Intercel may supply the same or a comparable product with a comparable lifespan. A new product will not be supplied automatically in every situation. Batteries will never be replaced/credited without inspection and/or approval that demonstrates that the warranty provisions were met.

Article 6 – Repairs to incorrectly used batteries

Batteries that cannot be charged to the required level due to incorrect use can be refurbished in some cases. The costs are € 20 per battery within the warranty period and € 30 per battery outside the warranty period. This amount is only charged when the battery can actually be refurbished. Intercel reserves the right to refuse refurbishing the batteries, for example when there is only a minor chance of repair.

Article 7 – Limitation

These warranty conditions are the only terms and conditions that apply to CELLPOWER products. These warranty conditions can never constitute a reason for compensating damage or consequential damage of any kind, suffered as a result of the inadequate performance of a Cellpower battery, insofar as this limitation is not invalidated by applicable law. Any liability for damage due to the materials supplied by the vendor is limited to the amount the vendor's insurance company pays for the specific claim, including in case of gross negligence or intent.