



Warranty Statement



Product: Telecom (DC&B) POATLFEI 48V Lithium Batteries

Warranty Type: Exclusive to POA 5 Year Warranty

Release Date: 2020 – Version 1



Warranty Statement

Telecom (DC&B) POATLFEI 48V Lithium Batteries

Standard Warranty

This warranty is additional to any rights and remedies that the owner may have under the Australian Consumer Law and other laws.

Eaton Industries Pty Ltd ("Eaton") warrants its **Telecom (DC&B) 48V Lithium Batteries** (excluding AC UPS and non- telecom batteries) against defects in materials or workmanship. The term of this warranty shall be as stated in the Contract of Sale for such equipment. In the absence of any such statement in the Contract of Sale, the term of this warranty shall be **five (5) years** (for 10 year or greater, design life battery products) from the date of initial sale, subject to the following conditions.

- The battery must be installed, charged and maintained in accordance with the applicable Installation and Operating procedure manual and install records must be provided.
- A battery will not be considered defective unless it fails to deliver 80% of its quoted capacity during the warranty period.
- Each battery must be stored, charged and discharged in accordance with the applicable instructions. It must be recharged within 24hours after discharge or if stored longer than 5 months.
- Warranty and design life period is based on average daily temperatures not exceeding 30°C throughout each year and is reduced at the rate of 50% for every 8 °C (46°F) increment above 30°C. For temperatures outside the specification limits of the battery this warranty becomes null and void.
- Warranty is void if the battery becomes unserviceable due to fire, wreckage, freezing, neglect, abuse, or any other act of God, use of battery additions, parts of the battery are tampered with or modified, or the battery is serviced by persons not authorized by Eaton.
- Warranty is void if the batteries are used in conjunction with different models or non-Eaton batteries.
- The user guarantees that Eaton or his agent shall be granted inspection access with reasonable notice. Eaton must be informed within 14 days of any warrantable condition being found.
- The replacement battery or the battery that has been repaired shall only be warranted for the remaining unused portion of the warranty of the original Battery.
- The warranty period shall be adjusted based on actual operating conditions such as temperature and frequency of charge/discharge cycles as published by Eaton.

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This warranty only applies to the original purchaser. It does not apply to pre-used equipment. This warranty is void in any of the following circumstances:

- (a) The equipment has been misused, neglected, damaged or abused.
- (b) The equipment has been improperly installed, operated, repaired or maintained.
- (c) The equipment has been modified.
- (d) The equipment has been connected to other equipment with which it is not compatible.
- (e) The equipment has been used or stored in conditions outside its electrical or environmental specifications.
- (f) The equipment has been used for purposes other than for which it was designed.
- (g) The equipment has been used outside its stated specifications and operating parameters.
- (h) The equipment has been damaged by lightning, power surges, water, vermin or dirt and debris.

Unless otherwise provided in a contract of sale, correct installation is the owner's responsibility. The equipment must be installed in accordance with the installation procedures in the relevant Eaton supporting documentation. Failure to follow such installation procedures may, in Eaton's discretion, render this warranty null and void. Eaton shall not be liable if the equipment has been altered, damaged or rendered non-functional through incorrect installation.

This warranty does not extend to any modules or components manufactured by third parties. However, Eaton shall extend to the owner, in so far as practicable, the benefit of any warranties that such third-party manufacturers may have given to Eaton concerning such modules and components.

To claim under this warranty, the owner must complete Eaton's Return Materials Authorisation form ("RMA form") and send it to Eaton at the address below. An RMA form can be obtained by contacting Eaton or its authorised service agent. If Eaton accepts the warranty claim, it shall instruct the owner to return the equipment either to Eaton or its authorised service agent. Wherever possible, use the original packaging to return items. Eaton may request proof of purchase.

If Eaton accepts the warranty claim, Eaton will provide, or arrange for, service, repair or replacement as Eaton shall determine in its sole discretion. Eaton shall bear the cost of such service, repair or replacement. The owner shall bear the cost of freight and insurance on the equipment to Eaton or its authorised service agent, as the case may be. Eaton shall bear the cost of freight and insurance to return the equipment to the owner.

Limitation of Liability

To the full extent permitted by law but subject always to the paragraph below, Eaton disclaims and excludes all other express or implied warranties, including warranties of merchantability or fitness for purpose.

Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose guarantees or obligations on Eaton which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. This warranty must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Eaton is entitled to do so, Eaton limits its liability in respect of any claim under those provisions to the repair, replacement or service of the equipment.

Subject to the above paragraph and to the maximum extent permitted by law, under no circumstance will Eaton be liable for direct, indirect, incidental, special or consequential costs or damages, including dismantling and re-installation costs, loss of operations or profits.

Eaton accepts no liability for personal injury or property damage resulting from failure to heed relevant installation, operating and safety procedures specified by Eaton or imposed by law.

Eaton has a policy of continual product improvement, and specifications are subject to change without notice.

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Statutory Rights

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

To the extent our goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then we may limit our liability to repair or replacement of goods or the payment of the cost of repairing or replacing goods, or supplying services again or payment for the cost of supplying services again, in accordance with section 64A of the Australian Consumer Law.

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