



Statement of Warranty

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BHS Global, Ltd. ("BHS") warrants to the original purchaser of its equipment, that the equipment shall be free from defects in material and workmanship under normal and proper use, operation, and maintenance during the applicable warranty period set forth below for the product containing the alleged defect:

- Thirteen (13) months from the date of shipment to the original purchaser with respect to frames, weldments, electric drives, motors (except brushes), motor driven pumps, valves, and drive wheel assemblies (except wheels) only.
- Ninety (90) days from the date of shipment to the original purchaser with respect to all other parts not covered above.
- Bulbs, fuses, and filters are not included in this ninety (90) day warranty, unless found to be defective prior to use or within (90) days of shipment to the original purchaser, whichever occurs first.

BHS's warranty obligations hereunder are contingent upon the following conditions: (1) BHS or its authorized dealer is promptly (but in no event later than thirty (30) days following the discovery of the claimed defect) notified of the defect; (2) the purchaser establishes to BHS's reasonable satisfaction that any goods have been properly installed, maintained, and operated; (3) the purchaser returns the defective goods or any part thereof to BHS; and (4) the purchaser complies with all other warranty procedures required by BHS (such procedures are available upon request). Upon a determination by BHS that a product is defective within the above-mentioned warranty period(s), BHS may, at its exclusive option, either provide parts and labor to repair or replace said defective equipment, or grant a credit or refund of the purchase price of the defective equipment. Repaired or replacement equipment and parts will carry the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment of the repaired/replaced equipment, whichever is longer.

BHS will cover normal ground freight charges such as ground UPS, common carrier, etc. for the delivery of repaired or replaced equipment or parts covered by this warranty. The cost of any express delivery, if requested, will be the sole responsibility of the purchaser, and the purchaser agrees to provide its account number with its preferred carrier to BHS or to pay the entire cost of express delivery as a condition of BHS's provision of such express delivery. Unless expressly authorized in writing by BHS, the foregoing warranty does not cover the cost of removal or reinstallation of equipment (or the cost of other activities ancillary thereto), the cost of which will be borne solely by the purchaser.

This warranty is void in the case of abuse, misuse, abnormal use, accidents, overloading, improper installation, repair, or maintenance (other than by BHS), modification of products, application of products not in accordance with the instruction manual and product application bulletins, or any other reason BHS determines that said product is not operating properly as a result of causes other than defective manufacture.

This warranty shall apply exclusively to products sold to the purchaser by BHS. BHS shall not have any liability or obligation to the purchaser, under this warranty or otherwise, with respect to any defect or failure of performance in products which are not sold or manufactured by BHS, including any such products which are commingled with or incorporated into any BHS products, or any products into which BHS products are incorporated as a system component or otherwise without the prior written approval of BHS. This warranty does not cover accessories and attachments not manufactured by BHS. The original manufacturer's warranty, if any, for such accessories or attachments takes precedence and all claims shall be directed to their respective manufacturers.

ANY LEGAL PROCEEDINGS TO ENFORCE THE FOREGOING WARRANTY MUST BE COMMENCED NO LATER THAN ONE (1) YEAR AFTER DISCOVERY REASONABLY SHOULD HAVE BEEN MADE OF ANY FACTS OR OTHER INFORMATION SUGGESTING THE EXISTENCE OF A PRODUCT FAILURE OR A PRODUCT DEFECT. THE WARRANTY SET FORTH HEREIN IS THE COMPLETE AND ENTIRE WARRANTY MADE BY BHS AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER OR ADDITIONAL WARRANTY ON BEHALF OF BHS. THE RIGHT TO REPAIR, REPLACEMENT, OR CREDIT/REFUND, AS SET FORTH HEREIN, IS THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE ABOVE WARRANTY. BHS SHALL NOT BE LIABLE FOR CHARGES OR EXPENSES OF ANY NATURE UNDER THE FOREGOING WARRANTY INCURRED WITHOUT BHS'S CONSENT. FURTHER, UNDER NO CIRCUMSTANCES, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER IN WARRANTY, CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR FOR ANY OTHER TORT OR CLAIM), SHALL BHS BE LIABLE TO THE PURCHASER OR ANYONE ELSE FOR ANY: (A) INCIDENTAL DAMAGES (EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE), OR CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES RELATIVE TO OR ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY SAID PRODUCTS OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT, OR INADEQUACY OF SAID PRODUCTS; OR (B) DIRECT DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE BHS EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, OR AT THE ELECTION OF BHS, THE RESTORATION OR REPLACEMENT OR REPAIR OF SUCH EQUIPMENT. "CONSEQUENTIAL DAMAGES" INCLUDE, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION DAMAGES, LOSS OF USE DAMAGES, AND DAMAGE TO REPUTATION OR GOODWILL. FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. THIS WARRANTY DOES NOT EXCLUDE, LIMIT, OR SUSPEND ANY RIGHTS OF CONSUMERS ARISING OUT OF APPLICABLE CONSUMER PROTECTION LAWS. SOME COUNTRIES, STATES, AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR ALLOW LIMITATIONS ON HOW LONG CERTAIN WARRANTIES OR CONDITIONS MAY LAST, SO THE LIMITATIONS OR EXCLUSIONS DESCRIBED HEREIN MAY NOT APPLY TO, AND ONLY TO, THOSE CONSUMERS.

This Warranty is governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Warranty. All disagreements and disputes arising out of or in connection with this Warranty shall first be submitted to non-binding mediation proceedings before resorting to arbitration. If the disagreement or dispute cannot be resolved through mediation, then it shall be finally settled by arbitration. Unless otherwise prohibited by law, the mediation and arbitration shall be: (i) held in New York, New York USA; (ii) conducted in accordance with the laws of the State of Missouri; (iii) conducted in the English language; (iv) settled under the International Mediation Rules or the International Arbitration Rules of the American Arbitration Association, whichever apply; and (v) heard by one mediator or one arbitrator appointed in accordance with the International Mediation Rules or the International Arbitration Rules, whichever apply. In the event mediation fails and it is necessary to resort to arbitration, the decision of the arbitrator shall be final and binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If part of this Warranty is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Warranty, but rather the Warranty shall be construed as if not containing the particular invalid or unenforceable provision.

If this Warranty is translated into a language other than English, the English version will prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.

Warranty Procedures

Please refer to **BHS Global, Ltd.'s** Statement of Warranty and Liability (which is set forth on the reverse side hereof or available upon request) for a complete description of **BHS's** warranty. In the event of conflict between **BHS's** warranty and these procedures, the warranty will control.

BHS Global, Ltd.'s warranty policy is intended to protect original purchasers who submit valid claims, as well as to identify and eliminate claims where product failure is the result of customer abuse, neglect or misapplication.

Step 1: Gather Information

The following information must be provided immediately.

- A description of the product that includes, at a minimum, the model, serial number, and hour meter reading (if applicable).
- Customer name, location, and contact information including phone number.
- Installation date, installation provider (dealer), servicing dealer, and selling dealer.
- Any prior repairs, modification, or adjustments.

Step 2: Contact BHS

Contact **BHS** at: Phone: 1.314.423.2075 Fax: 1.314.423.3034
Email: sales@bhs1global.com

Step 3: Authorization

BHSG will authorize further evaluation, repair, or replacement. A warranty claim form indicating **BHS** prior authorization for any such action will be issued to claimant. The completed warranty claim form must be submitted with any request for warranty credit.

Step 4: Request RGA Number

- Suspected defective parts must be returned to **BHS** under an issued Return Goods Authorization (RGA) number.
- **BHS** will specify the proper disposition of the parts through the issue of an RGA number.
- Return shipment method will also be specified at time of RGA issue. RGAs are good for thirty (30) days from date issued; no credit will be issued for items returned after the RGA has expired.

Step 5: Claim Warranty

- Submit Warranty Claim forms and supporting documents to:
Battery Handling Systems, Inc.
P.O. Box 12429
St. Louis, MO 63132
Fax: 1.314.423.6064
Email: sales@bhs1global.com
- Labor allowance hours are determined by our engineering staff.
- Actual travel time, labor time, and parts costs must be indicated as separate items as provided on the form.

Step 6: BHS will process warranty claim and notify purchaser of final disposition.