

# **Gruber Power Services**

## **GPS “AGPS” Series Valve-Regulated Lead Acid Batteries**

### **One Year Limited Warranty**

#### **Warranty Statement**

Gruber Power Services (GPS) warrants that its AGPS series batteries are free from defects in material and workmanship. Should a claim arise, the following is our limited warranty policy.

#### **Which products are covered by this GPS warranty?**

This GPS limited warranty covers new, unused AGPS Valve-Regulated Lead-Acid/Absorbed Glass Mat batteries listed below.

- 58AGPS-6-7-F1/F2: GPS 6 Volt, 7 Amp Hour
- 58AGPS-6-12-F2: GPS 6 Volt, 12 Amp Hour
- 58AGPS-12-6-F2: GPS 12 Volt, 6 Amp Hour
- 58AGPS-12-7-F2: GPS 12 Volt, 7 Amp Hour
- 58AGPS-12-9-F2: GPS 12 Volt, 9 Amp Hour
- 58AGPS-12-10-F2: GPS 12 Volt, 10 Amp Hour
- 58AGPS-12-12-F2: GPS 12 Volt, 12 Amp Hour
- 58AGPS-12-18-P: GPS 12 Volt, 18 Amp Hour

#### **Who is covered by this GPS warranty?**

This GPS warranty covers the original purchaser of AGPS Valve-Regulated Lead-Acid/Absorbed Glass Mat Batteries and is not transferable.

#### **When does the GPS warranty start?**

The GPS warranty starts on the day AGPS batteries are received at the destination listed on GPS purchase and agreement records. If it is not possible for GPS to determine the date when batteries are received, the GPS warranty start date will be seven days after the date the batteries are shipped based on GPS purchase and agreement records.

#### **How long does the GPS warranty last?**

The Free Replacement period starts upon commencement of the GPS warranty and ends after one year.

Under certain conditions, the GPS warranty period may be shortened. See the Warranty Conditions section below for details.

If a GPS battery (or batteries) is replaced under this warranty, the replacement GPS battery (or batteries) will complete the remaining portion of the warranty for the original battery. The warranty period will not be reset.

#### **What must you do to keep the GPS warranty in effect? (GPS Warranty Conditions)**

All GPS warranty claims are subject to the following conditions. GPS retains the right to modify these warranty terms without prior notice to the purchaser:

1. GPS batteries are designed to operate in temperatures between 62.6° Fahrenheit (17° Centigrade) and 77° Fahrenheit (25° Centigrade). The GPS warranty period will be reduced by 50% for every eight degrees Centigrade increase in operating temperature above 77° F/25° C. The table below provides additional details.

<b>Operating Temperature</b>	<b>Full Replacement Period</b>
77.0°F/25.0°C–89.5°F/31.9°C	12 Months
89.6°F/32.0°C– 102.1°F/38.9°C	6 Months
102.2°F/39.0°C or over	None – warranty void

2. Each GPS battery shall be operated in conjunction with a current-limited, constant-voltage charging system.
3. The permissible continuous AC ripple voltage at the battery terminals shall not exceed 1.5% peak to peak of the float charge voltage, and shall not exceed 4% peak to peak instantaneously at any time.
4. The vent caps shall not be tampered with or removed.
5. GPS Batteries must be charged, discharged, stored, and serviced in accordance with IEEE Standard 1188, *Recommended Practices for Maintenance, Testing, and Replacement of Valve-Regulated Lead-Acid Batteries for Stationary Applications*.
6. GPS Batteries must be installed no more than three months after their verified shipment date.

7. GPS battery service must occur a minimum of once every six months after installation. The end user agrees to retain all registration, installation and periodic service records and make these records available to GPS on request as required to support any warranty claim. GPS batteries are to be serviced by an authorized GPS service representative.
8. Failure to keep and produce maintenance records indicating batteries have been installed and serviced according to the above-listed standards will void this warranty.
9. Every GPS battery must be the proper size, design, and capacity for its intended application.
10. The user agrees that a GPS representative shall have access to inspect each GPS battery, the equipment in which each GPS battery is installed, and the environment where each GPS battery is installed at reasonable hours and intervals.
11. Every GPS battery shall be provided with a freshening charge every 5-6 months, while in storage, prior to final installation. Storage must be a dry area with an ambient temperature no higher than 77° Fahrenheit (25° Centigrade).
12. This warranty is void if the GPS battery becomes unserviceable due to fire, wreckage, freezing, neglect, abuse, visible physical damage, damage done by dropping, damage from lifting the battery by its wiring harness, being subjected to overcharging or undercharging, or any other acts of God, the use of battery additions, or if the battery has been serviced by someone other than an authorized GPS service representative. GPS reserves the right to perform any diagnostics testing and/or analysis to determine the reason for failure or unserviceable conditions.
13. A battery will not be considered defective unless it fails to deliver at least 80% of its rated capacity during the warranty period.

### **How do you obtain warranty service?**

1. Contact GPS by phone at 800-658-5883 24 hours a day, 7 days a week, or e-mail support@gruber.com. Please be prepared to provide proof of purchase of the product, including purchase date. GPS will not accept any product for return, credit, or exchange unless expressly authorized by GPS in writing.
2. The purchaser agrees to make the batteries in question available for inspection by an authorized GPS service representative.
3. The purchaser agrees to provide written battery service records to GPS for inspection and review within a reasonable period of time.

### **What will GPS do to correct problems?**

1. An authorized GPS representative will analyze the maintenance records to confirm that the GPS battery (or batteries) is no longer delivering at least 80% of its rated capacity.
2. In some cases, GPS will request the return of the GPS battery (or batteries) for a detailed failure analysis. All defective and replacement batteries, if returned, become the property of GPS.
3. In some cases, GPS will have an authorized GPS service representative travel to the site where the product is at in order to perform an on-site inspection.
4. Should GPS determine that the GPS battery (or batteries) is defective, GPS agrees to repair, replace, or credit the value of the defective battery (or batteries) FOB origin. During the Full Replacement period, the customer will receive the 100% of the original purchase price of the defective battery (or batteries).

## What is not covered by this GPS warranty?

The items listed below are not covered by this GPS warranty.

1. GPS is not responsible for the loss of time, loss of equipment, loss of profit, economic loss, loss of use, inconvenience, any incidental or consequential damages or loss, personal injury or death.
2. GPS is not responsible for the freight charges related to the shipment of batteries.
3. GPS is not responsible for the labor to remove and replace batteries.
4. ***This GPS warranty is in lieu of all other warranties, either expressed or implied, including implied warranties of the merchantability and fitness for a particular purpose, to the extent permitted by law.***
5. Some jurisdictions do not allow limitations in how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## Breach of Warranty

In no event shall GPS be responsible for any incidental or consequential damages or loss. As stated herein, GPS shall not be liable for any defects in, or any breach of contracts relating to the quality of performance of the above items under any theory of law.