

GASTON GT Range Warranty

Gaston Energy India Pvt. Ltd. (Gaston) guarantees its Batteries against defective materials and workmanship for a period of Twelve (12) months from the date of delivery or thirteen (13) months from the date of shipment, whichever comes first. Any storage of this battery shall be at an ambient temperature of 77F (25C), or less, and in accordance with Gaston's published operation manual. The battery must be put in service within six months of delivery ex-factory. In case of prolonged storage, the battery must be boost-charged in accordance with Gaston's service manual.

Furthermore, Gaston warrants to the original user the GT range battery on a pro-rata basis as follows:

	Full	Pro-rata	Total (Months)	
GT Range	12	0	12	Applies Systems Only

If upon initial inspection and installation the battery fails to meet the published performance rating per the latest Gaston catalog data at the time of shipment or the user identifies flaws in material or workmanship that would impair life or product performance the user will be instructed to:

- a) Upon written approval, return the product for examination, freight prepaid.
- b) Hold the materials on site pending inspection by a Gaston representative.

Upon satisfactory proof of claim, as determined solely by Gaston, Gaston will repair or at its option replace any defective battery.

Warranty of a battery is defined as its failure to reach at least 80% of its rated capacity. If a properly maintained battery fails to meet 80% of its rated capacity, Gaston will replace the battery towards the purchase of a new Gaston battery

Costs for replacement equipment installation, material freight charges and travel expenses of Gaston representatives will be the responsibility of the purchaser.

** Warranty claims for full replacement must be made One (1) months from failure.

** This warranty is non-transferable

**This warranty does not cover any physical damage due to nature or man which stresses the battery beyond design limits, or if manufacturing date codes are destroyed.

** The warranty period shall be adjusted based on operating temperatures and frequency and depth of discharge.

For every 15F increase in operating temperature above 77F, the warranty period will be reduced 50%

** Each battery must be operated and maintained in accordance with Gaston's published operation manual.

This express warranty is the buyer's sole remedy, and there are no implied warranties of merchantability or fitness for the particular purpose. Gaston Battery Industrial Ltd. shall not have any liability for any incidental or consequential damages.

Limitation of Liability Exports:

1. The liability of Gaston, if a warranty claim is established, is limited to replacement of the battery or future value discounts limited to the ex-factory cost only.
 - a. Gaston will under no circumstances be liable to any consequential damages like freight or other duties or any other costs incurred by the user.
2. For direct or indirect export through a distributor, Gaston's liability will be capped at a maximum of 1.5% of total ex-factory price or less depending on actual accepted claims. The warranty claims can only be calculated shipment by shipment and is not valid for other previous or later shipments.
3. For export consignments total of accepted claim value will be reduced by a reasonable scrap value of the battery and the remainder will be credited to the distributor's account.
4. This provisions of this warranty statement shall be governed in all respects by and construed in accordance with the laws of the Republic of India and the jurisdiction will be Jaipur, India