

Limited Warranty

Every KEEPER® II cell or battery has been carefully inspected and tested before shipment. Accordingly, EaglePicher Technologies warrants each KEEPER® II cell or battery, against defects in workmanship and material under normal use for a period of twelve (12) months from date of shipment. Our obligation under this warranty shall be limited to the repair or replacement, FOB Joplin, MO, of any KEEPER® II cell or battery which is returned as a complete unit to the factory within the twelve (12) months from date of shipment warranty period outlined above, transportation charges prepaid, and which proves to our satisfaction, to be defective. This warranty shall not extend to, and EaglePicher Technologies shall have no responsibility with respect to, products which have been abused, misused or altered, or as to which repair has been made or attempted by others. **CELLS OR BATTERIES WHICH HAVE BEEN SHORT CIRCUITED, SUBJECTED TO TEMPERATURES OUTSIDE THE STATED LIMITS OR USED IN WAYS NOT INTENDED WILL NOT BE COVERED BY THIS WARRANTY. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT COVERED HEREBY AND THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESSED, OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT THE WARRANTY EXPRESSLY STATED HEREIN. THE REMEDY SET FORTH HEREIN SHALL BE THE SOLE EXCLUSIVE REMEDY OF ANY PURCHASER WITH RESPECT TO ANY DEFECTIVE PRODUCT.** Under no circumstances shall EaglePicher Technologies be liable for any loss, including but not limited to incidental or consequential damages, for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss suffered or incurred with respect to any defective product.

Eagle Picher Technologies, LLC

Commercial Power Business

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