

# EnerSys (ENS)

## 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 10-Q**

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(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934**

For the quarterly period ended October 3, 2010

**TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-32253

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**EnerSys**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction of  
incorporation or organization)  
2366 Bernville Road  
Reading, Pennsylvania  
(Address of principal executive offices)

23-3058564  
(I.R.S. Employer  
Identification No.)  
19605  
(zip code)

Registrant's telephone number, including area code 610-208-1991

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  YES  NO.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934).  YES  NO.

Common Stock outstanding at November 4, 2010: 49,210,578 shares

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[Table of Contents](#)

ENERSYS  
INDEX—FORM 10-Q

	<u>Page</u>
<b>PART I—FINANCIAL INFORMATION</b>	
Item 1. <a href="#">Financial Statements</a>	
<a href="#">Consolidated Condensed Balance Sheets (Unaudited) October 3, 2010 and March 31, 2010</a>	3
<a href="#">Consolidated Condensed Statements of Income (Unaudited) For the Quarters Ended October 3, 2010, and September 27, 2009</a>	4
<a href="#">Consolidated Condensed Statements of Income (Unaudited) For the Six Months Ended October 3, 2010, and September 27, 2009</a>	5
<a href="#">Consolidated Condensed Statements of Cash Flows (Unaudited) For the Six Months Ended October 3, 2010, and September 27, 2009</a>	6
<a href="#">Consolidated Condensed Statements of Comprehensive Income (Unaudited) For the Quarters and Six Months Ended October 3, 2010, and September 27, 2009</a>	7
<a href="#">Notes to Consolidated Condensed Financial Statements (Unaudited)</a>	8
Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	23
Item 3. <a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	39
Item 4. <a href="#">Controls and Procedures</a>	41
<b>PART II—OTHER INFORMATION</b>	
Item 1. <a href="#">Legal Proceedings</a>	42
Item 1A. <a href="#">Risk Factors</a>	42
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	42
Item 6. <a href="#">Exhibits</a>	43
<a href="#">SIGNATURES</a>	44

[Table of Contents](#)

## PART I—FINANCIAL INFORMATION

## Item 1. Financial Statements

## ENERSYS

Consolidated Condensed Balance Sheets (Unaudited)  
(In Thousands, Except Share and Per Share Data)

	October 3, 2010	March 31, 2010
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 173,028	\$ 201,042
Accounts receivable, net	418,470	383,641
Inventories, net	302,034	254,371
Deferred taxes	17,303	16,378
Prepaid and other current assets	54,125	39,849
Total current assets	964,960	895,281
Property, plant, and equipment, net	320,842	315,141
Goodwill	321,749	317,265
Other intangible assets, net	90,777	90,136
Other assets	33,897	34,187
Total assets	<u>\$1,732,225</u>	<u>\$1,652,010</u>
<b>Liabilities and equity</b>		
Current liabilities:		
Short-term debt	\$ 151	\$ 43
Current portion of long-term debt and capital lease obligations	19,081	26,695
Accounts payable	206,537	198,345
Accrued expenses	198,649	194,430
Total current liabilities	424,418	419,513
Long-term debt and capital lease obligations	314,837	323,748
Deferred taxes	70,079	70,023
Other liabilities	59,064	54,502
Total liabilities	868,398	867,786
Equity:		
Common Stock, \$0.01 par value per share, 135,000,000 shares authorized; 50,952,397 shares issued and 49,152,397 outstanding at October 3, 2010; 50,381,832 shares issued and 48,581,832 outstanding at March 31, 2010	509	504
Additional paid-in capital	440,387	428,579
Treasury stock, at cost, 1,800,000 shares held as of October 3, 2010 and March 31, 2010	(19,800)	(19,800)
Retained earnings	352,986	303,410
Accumulated other comprehensive income	85,331	67,204
Total EnerSys stockholders' equity	859,413	779,897
Non-controlling interest	4,414	4,327
Total equity	<u>863,827</u>	<u>784,224</u>
Total liabilities and equity	<u>\$1,732,225</u>	<u>\$1,652,010</u>

See accompanying notes.

[Table of Contents](#)

**ENERSYS**  
**Consolidated Condensed Statements of Income (Unaudited)**  
**(In Thousands, Except Share and Per Share Data)**

	Quarter ended	
	October 3, 2010	September 27, 2009
Net sales	\$ 472,843	\$ 367,325
Cost of goods sold	362,122	278,708
Gross profit	110,721	88,617
Operating expenses	63,475	60,284
Restructuring charges	2,750	3,184
Operating earnings	44,496	25,149
Interest expense	6,040	5,622
Other expense, net	1,063	824
Earnings before income taxes	37,393	18,703
Income tax expense	10,844	5,798
Net earnings	\$ 26,549	\$ 12,905
Net earnings per common share:		
Basic	\$ 0.54	\$ 0.27
Diluted	\$ 0.53	\$ 0.26
Weighted-average shares of common stock outstanding:		
Basic	49,120,985	48,031,005
Diluted	49,746,602	48,838,160

See accompanying notes.

[Table of Contents](#)

**ENERSYS**  
**Consolidated Condensed Statements of Income (Unaudited)**  
**(In Thousands, Except Share and Per Share Data)**

	Six Months Ended	
	October 3, 2010	September 27, 2009
Net sales	\$ 907,812	\$ 707,590
Cost of goods sold	700,477	541,512
Gross profit	207,335	166,078
Operating expenses	121,886	114,692
Restructuring charges	3,473	6,703
Operating earnings	81,976	44,683
Interest expense	12,067	11,000
Other expense, net	972	2,706
Earnings before income taxes	68,937	30,977
Income tax expense	19,361	9,661
Net earnings	\$ 49,576	\$ 21,316
Net earnings per common share:		
Basic	\$ 1.01	\$ 0.44
Diluted	\$ 1.00	\$ 0.44
Weighted-average shares of common stock outstanding:		
Basic	48,970,233	47,983,703
Diluted	49,594,758	48,646,427

See accompanying notes.

[Table of Contents](#)

**ENERSYS**  
**Consolidated Condensed Statements of Cash Flows (Unaudited)**  
**(In Thousands)**

	Six Months Ended	
	October 3, 2010	September 27, 2009
<b>Cash flows from operating activities</b>		
Net earnings	\$ 49,576	\$ 21,316
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	22,445	21,667
Provision for doubtful accounts	519	2,266
Change in deferred income taxes	(445)	103
Stock-based compensation	4,336	3,741
Non-cash interest expense	3,955	3,523
Loss (Gain) on disposal of fixed assets	328	(391)
Changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable	(28,934)	25,751
Inventory	(42,219)	(4,664)
Prepaid and other current assets	(6,119)	(6,070)
Other assets	(1,121)	1,114
Accounts payable	4,956	25,439
Accrued expenses	(4,684)	(10,007)
Other liabilities	4,480	(2,402)
Net cash provided by operating activities	7,073	81,386
<b>Cash flows from investing activities</b>		
Capital expenditures	(24,252)	(19,799)
Purchases of businesses, net of cash acquired	(1,495)	(4,160)
Proceeds from disposal of property, plant, and equipment	53	1,181
Net cash used in investing activities	(25,694)	(22,778)
<b>Cash flows from financing activities</b>		
Net increase (decrease) in short-term debt	113	(6,919)
Payments of long-term debt	(19,582)	(5,844)
Capital lease obligations and other	153	(214)
Net effect from exercising of stock options and vesting of equity awards	4,198	874
Tax benefits from exercises of stock options and vesting of equity awards	3,280	1,149
Net cash used in financing activities	(11,838)	(10,954)
Effect of exchange rate changes on cash and cash equivalents	2,445	8,173
Net (decrease) increase in cash and cash equivalents	(28,014)	55,827
Cash and cash equivalents at beginning of period	201,042	163,161
Cash and cash equivalents at end of period	\$ 173,028	\$ 218,988

See accompanying notes.

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[Table of Contents](#)

**ENERSYS**  
**Consolidated Condensed Statements of Comprehensive Income (Unaudited)**  
**(In Thousands)**

	Quarter ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Net earnings	\$ 26,549	\$ 12,905	\$ 49,576	\$ 21,316
Other comprehensive income (loss):				
Net unrealized gain (loss) on derivative instruments, net of tax	5,394	(3,050)	1,831	206
Pension funded status adjustment, net of tax	(209)	0	(114)	(207)
Foreign currency translation adjustments	49,479	19,515	16,410	57,442
Total comprehensive income	\$ 81,213	\$ 29,370	\$ 67,703	\$ 78,757

See accompanying notes.



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[Table of Contents](#)

**ENERSYS**  
**NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)**  
**(In Thousands, Except Share and Per Share Data)**

**NOTE 1: Basis Of Presentation**

The accompanying interim unaudited consolidated condensed financial statements of EnerSys (the "Company") have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all the information and notes required for complete financial statements. In the opinion of management, the unaudited consolidated condensed financial statements include all adjustments, consisting of normal recurring accruals considered necessary for the fair presentation of the financial position, results of operations, and cash flows for the interim periods presented. The financial statements should be read in conjunction with the Consolidated Financial Statements and Notes thereto included in the Company's 2010 Annual Report on Form 10-K (SEC File No. 001-32253), which was filed on June 1, 2010.

The Company reports interim financial information for 13-week periods, except for the first quarter, which always begins on April 1, and the fourth quarter, which always ends on March 31. The four quarters in fiscal 2011 end on July 4, 2010, October 3, 2010, January 2, 2011, and March 31, 2011, respectively. The four quarters in fiscal 2010 ended on June 28, 2009, September 27, 2009, December 27, 2009, and March 31, 2010, respectively.

**NOTE 2: Recently Issued Accounting Standards**

No new accounting standards became applicable to the Company during the second quarter of fiscal 2011.

**NOTE 3: Inventories**

Inventories, net consist of:

	October 3, 2010	March 31, 2010
Raw materials	\$ 75,793	\$ 66,288
Work-in-process	85,215	80,397
Finished goods	141,026	107,686
Total	<u>\$ 302,034</u>	<u>\$ 254,371</u>

Inventory reserves for obsolescence and other estimated losses were \$14,558 and \$11,678 at October 3, 2010 and March 31, 2010, respectively, and have been included in the net amounts shown above.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 4: Fair Value Of Financial Instruments**

The Financial Accounting Standards Board ("FASB") guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This guidance includes a fair value hierarchy that is intended to increase consistency and comparability in fair value measurements and related disclosures. The fair value hierarchy is based on inputs to valuation techniques that are used to measure fair value that are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon their own market assumptions. The Company uses the following valuation techniques to measure fair value for its financial assets and financial liabilities:

Level 1	Inputs are unadjusted quoted prices in active markets for identical assets or liabilities.
Level 2	Inputs are quoted prices for similar assets or liabilities in an active market, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable and market-corroborated inputs which are derived principally from or corroborated by observable market data.
Level 3	Inputs are derived from valuation techniques in which one or more significant inputs or value drivers are unobservable.

The following tables represent the financial assets and (liabilities), measured at fair value on a recurring basis as of October 3, 2010 and March 31, 2010 and the basis for that measurement:

	Total Fair Value Measurement October 3, 2010	Quoted Price in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate swap agreements	\$ (9,005)	\$ —	\$ (9,005)	\$ —
Lead forward contracts	5,778	—	5,778	—
Foreign currency forward contracts	(1,692)	—	(1,692)	—
Total derivatives	<u>\$ (4,919)</u>	<u>\$ —</u>	<u>\$ (4,919)</u>	<u>\$ —</u>

	Total Fair Value Measurement March 31, 2010	Quoted Price in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Interest rate swap agreements	\$ (9,710)	\$ —	\$ (9,710)	\$ —
Lead forward contracts	62	—	62	—
Foreign currency forward contracts	1,911	—	1,911	—
Total derivatives	<u>\$ (7,737)</u>	<u>\$ —</u>	<u>\$ (7,737)</u>	<u>\$ —</u>

The fair value of interest rate swap agreements are based on observable prices as quoted for receiving the variable three month London Interbank Offered Rates ("LIBOR") and paying fixed interest rates and, therefore, were classified as Level 2.

The fair value of lead forward contracts are calculated using observable prices for lead as quoted on the London Metal Exchange ("LME") and, therefore, were classified as Level 2.

The fair value for foreign currency forward contracts are based upon current quoted market prices and are classified as Level 2 based on the nature of the underlying market in which these derivatives are traded.

[Table of Contents](#)

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**Financial Instruments**

The Company's financial instruments include cash and cash equivalents, debt and derivatives. Because of short maturities, the carrying amount of cash and cash equivalents and short-term debt approximates fair value.

The fair value of the Company's senior secured credit facility approximates its carrying value, as it is variable rate debt. The senior unsecured 3.375% Convertible Notes due 2038 (the "Convertible Notes"), with a face value of \$172,500, were issued when the Company's stock price was trading at \$30.19 per share. On October 1, 2010, the Company's stock price closed at \$25.08 per share. Because the Convertible Notes have a conversion option at \$40.60 per share, and due to current conditions in the financial markets, the Company's Convertible Notes were trading at 100% of face value on October 1, 2010 but only 94% of face value on March 31, 2010. As of October 3, 2010 and March 31, 2010, the unamortized discount on the Convertible Notes was \$33,684 and \$36,580, respectively, and included in the equity component of the Consolidated Condensed Balance Sheets in accordance with the accounting guidance (see Note 10 regarding Debt).

The Company uses lead hedge contracts to manage its lead cost risk. The Company uses foreign currency forward and option contracts to manage risk on the purchase and conversion of U.S. dollar based lead costs into local currencies in Europe, as well as currency exposures from intercompany and third party trade transactions. The Company uses interest rate swap agreements to manage risk on a portion of its floating-rate debt.

The carrying amounts and estimated fair values of the Company's financial instruments at October 3, 2010 and March 31, 2010 are as follows:

	October 3, 2010		March 31, 2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
<b>Financial assets:</b>				
Cash and cash equivalents	\$ 173,028	\$ 173,028	\$ 201,042	\$ 201,042
Derivatives <sup>(3)</sup>	5,778	5,778	1,973	1,973
<b>Financial liabilities:</b>				
Long-Term Debt				
Term A Loan	\$ 192,656	\$ 192,656	\$ 201,094	\$ 201,094
Convertible Notes	138,816 <sup>(1)</sup>	172,500 <sup>(2)</sup>	135,920 <sup>(1)</sup>	161,978 <sup>(2)</sup>
Euro Term Loan	—	—	11,158	11,158
Other	41	41	41	41
Capital lease obligations	2,405	2,405	2,230	2,230
Derivatives <sup>(3)</sup>	10,697	10,697	9,710	9,710

(1) The carrying amounts of the Convertible Notes at October 3, 2010 and March 31, 2010 represent the \$172,500 principal value, less the unamortized debt discount (see Note 10).

(2) The fair value amounts of the Convertible Notes represent the trading values of the \$172,500 principal value of the Convertible Notes at October 1, 2010 and March 31, 2010.

(3) Represents interest rate swap agreements, lead and foreign currency hedges (see Note 5 for asset and liability positions of the interest rate swap agreements, lead and foreign currency hedges at October 3, 2010 and March 31, 2010).

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 5: Derivative Financial Instruments**

The Company accounts for derivative instruments and hedging activities in accordance with the applicable accounting guidance. The guidance establishes accounting and reporting standards for derivative instruments and hedging activities, and requires that all derivatives be recognized as either assets or liabilities at fair value. The Company does not enter into derivative contracts for speculative trading purposes. Derivatives are used to hedge the volatility arising from movements in a portion of the cost of lead purchases, as well as to hedge certain interest rates and foreign exchange rate risks. The changes in the fair value of these contracts are recorded in accumulated other comprehensive income until the related purchased lead, incurred interest rates or foreign currency exposures are charged to earnings. At that time, the portion recorded in accumulated other comprehensive income is recognized in the Consolidated Condensed Statements of Income. The amount of accumulated other comprehensive income related to interest rates, lead and foreign exchange contracts at October 3, 2010 and March 31, 2010, net of tax, was an unrecognized loss of \$3,204 and \$5,034, respectively.

During the second quarters of fiscal 2011 and 2010, the Company recorded losses of (\$1,846) and (\$1,584), respectively, on interest rate swaps, which were recorded as increases in interest expense. During the second quarters of fiscal 2011 and 2010, the Company recorded gains of \$1,249 and \$5,317, respectively, on the settlement of lead hedge contracts and gains of \$399 and \$103, respectively, on foreign currency hedges, which were recorded as decreases to cost of goods sold.

During the six months of fiscal 2011 and 2010, the Company recorded losses of (\$3,821) and (\$3,100), respectively, on interest rate swaps, which were recorded as increases in interest expense. During the six months of fiscal 2011 and 2010, the Company recorded (losses) gains of (\$3,842) and \$8,433, respectively, on the settlement of lead hedge contracts and gains of \$2,337 and \$1,173, respectively, on foreign currency hedges, which were recorded as increases or decreases to cost of goods sold.

In the coming twelve months, the Company anticipates that \$4,368 of the current pretax loss will be reclassified from accumulated other comprehensive income as part of interest expense. In the coming twelve months, the Company anticipates that \$3,769 of the current pretax gain will be reclassified from accumulated other comprehensive income as part of cost of goods sold. This amount represents the current unrealized impact of hedging lead and foreign exchange rates, which will change as market rates change in the future, and will ultimately be realized in the income statement as an offset to the corresponding actual changes in lead cost to be realized in connection with the variable lead cost and foreign exchange being hedged.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

Presented below in tabular form is information on the location and amounts of derivative fair values in the Consolidated Condensed Balance Sheets and derivative gains and losses in the Consolidated Condensed Statements of Income:

Fair Value of Derivative Instruments Designated as Hedging Instruments  
In the Consolidated Condensed Balance Sheets  
October 3, 2010 and March 31, 2010

Description	Balance Sheet Location	Asset Derivatives		Balance Sheet Location	Liability Derivatives	
		October 3, 2010	March 31, 2010		October 3, 2010	March 31, 2010
Interest rate swap agreements	Other assets	\$ —	\$ —	Other liabilities	\$ 9,005	\$ 9,710
Lead hedge forward contracts	Prepaid and other current assets	5,778	62	Accrued expenses	—	—
Foreign currency forward contracts	Prepaid and other current assets	—	1,911	Accrued expenses	1,692	—
<b>Total derivatives designated as hedging instruments</b>		<u>\$ 5,778</u>	<u>\$ 1,973</u>		<u>\$ 10,697</u>	<u>\$ 9,710</u>

The Effect of Derivative Instruments on the Consolidated Condensed Statements of Income  
For the quarters ended October 3, 2010 and September 27, 2009

Cash Flow Hedging Relationships	Amount of Pretax Gain (Loss) Recognized in OCI (1) on Derivatives (Effective Portion)		Location of Gain (Loss) Reclassified from Accumulated OCI (1) into Income (Effective Portion)	Amount of Pretax Gain (Loss) Reclassified from Accumulated OCI (1) (Effective Portion)	
	October 3, 2010	September 27, 2009		October 3, 2010	September 27, 2009
Interest rate swap agreements	\$ (1,444)	\$ (2,048)	Interest expense	\$ (1,846)	\$ (1,584)
Lead hedge contracts	11,815	2,173	Cost of goods sold	1,249	5,317
Foreign currency forward contracts	(2,270)	(980)	Cost of goods sold	399	103
<b>Total derivatives designated as hedging instruments</b>	<u>\$ 8,101</u>	<u>\$ (855)</u>		<u>\$ (198)</u>	<u>\$ 3,836</u>

The Effect of Derivative Instruments on the Consolidated Condensed Statements of Income  
For the six months ended October 3, 2010 and September 27, 2009

Cash Flow Hedging Relationships	Amount of Pretax Gain (Loss) Recognized in OCI (1) on Derivatives (Effective Portion)		Location of Gain (Loss) Reclassified from Accumulated OCI (1) into Income (Effective Portion)	Amount of Pretax Gain (Loss) Reclassified from Accumulated OCI (1) (Effective Portion)	
	October 3, 2010	September 27, 2009		October 3, 2010	September 27, 2009
Interest rate swap agreements	\$ (3,116)	\$ (767)	Interest expense	\$ (3,821)	\$ (3,100)
Lead hedge contracts	1,874	7,417	Cost of goods sold	(3,842)	8,433
Foreign currency forward contracts	(1,266)	164	Cost of goods sold	2,337	1,173
<b>Total derivatives designated as hedging instruments</b>	<u>\$ (2,508)</u>	<u>\$ 6,814</u>		<u>\$ (5,326)</u>	<u>\$ 6,506</u>

(1) OCI = Other comprehensive income

## ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)**NOTE 6: Income Taxes**

The Company's income tax provisions for all periods consist of federal, state and foreign income taxes. The tax provisions for the second quarters of fiscal 2011 and 2010 were based on the estimated effective tax rates applicable for the full years ending March 31, 2011 and March 31, 2010, respectively, after giving effect to items specifically related to the interim periods.

The effective income tax rates for the second quarters of fiscal 2011 and 2010 were 29.0% and 31.0%, respectively. The effective income tax rates for the six months of 2011 and 2010 were 28.1% and 31.2%, respectively. The rate decreases in the second quarter and six months of fiscal 2011 as compared to the comparable prior year periods are primarily due to a change in the mix of earnings among tax jurisdictions.

**NOTE 7: Warranties**

The Company provides for estimated product warranty expenses when the related products are sold, with related liabilities included within accrued expenses. Warranty estimates are forecasts that are based on the best available information, primarily historical claims experience, and claims costs may differ from amounts provided. An analysis of changes in the liability for product warranties is as follows:

	Quarter ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Balance at beginning of period	\$ 31,301	\$ 30,719	\$ 31,739	\$ 30,914
Current period provisions	5,026	2,102	8,931	3,701
Costs incurred	(4,485)	(3,114)	(8,037)	(6,066)
Foreign exchange and other	1,378	632	587	1,790
Balance at end of period	<u>\$ 33,220</u>	<u>\$ 30,339</u>	<u>\$ 33,220</u>	<u>\$ 30,339</u>

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 8: Commitments, Contingencies And Litigation**

*Litigation and Other Legal Matters*

The Company is involved in litigation incidental to the conduct of its business, the results of which, in the opinion of management, are not likely to be material to the Company's financial condition, results of operations, or cash flows (see Note 19 to the Consolidated Financial Statements included in the Company's 2010 Annual Report on Form 10-K).

*Environmental Issues*

As a result of its operations, the Company is subject to various federal, state, and local, as well as international environmental laws and regulations and is exposed to the costs and risks of handling, processing, storing, transporting, and disposing of hazardous substances, especially lead and acid. The Company's operations are also subject to federal, state, local and international occupational safety and health regulations, including laws and regulations relating to exposure to lead in the workplace.

As more fully described in Notes 19 to the Consolidated Financial Statements included in the Company's 2010 Annual Report on Form 10-K, the Company has potential environmental liabilities at its Sumter, South Carolina facility and has reserves of \$3,295 at October 3, 2010, and \$3,682 at March 31, 2010. Based on information available at this time, management believes that the Company's reserves are sufficient to satisfy its environmental liabilities.

*Lead Contracts*

To stabilize its costs, the Company has entered into contracts with financial institutions to fix the price of lead. The vast majority of such contracts are for a period not extending beyond one year. Under these contracts, at October 3, 2010 and March 31, 2010, the Company has hedged the price to purchase 41,727 and 63,335 pounds of lead, respectively, for a total purchase price of \$37,188 and \$60,724, respectively.

*Foreign Currency Forward Contracts*

The Company quantifies and monitors its global foreign currency exposures. On a selective basis, the Company will enter into foreign currency forward and option contracts to reduce the volatility from currency movements that affect the Company. The Company's largest exposure is from the purchase and conversion of U.S. dollar based lead costs into local currencies in Europe. Additionally, the Company has currency exposures from intercompany and third party trade transactions. To hedge these exposures, the Company has entered into a total of \$62,873 and \$64,234, respectively, of foreign currency forward contracts with financial institutions as of October 3, 2010 and March 31, 2010.

*Interest Rate Swap Agreements*

The Company is exposed to changes in variable U.S. interest rates on borrowings under its credit agreements. On a selective basis, from time to time, the Company enters into interest rate swap agreements to reduce the negative impact that increases in interest rates could have on its outstanding variable rate debt. At October 3, 2010 and March 31, 2010, such agreements effectively convert \$170,000 of the Company's variable-rate debt to a fixed-rate basis, utilizing the three-month LIBOR, as a floating rate reference. Fluctuations in LIBOR and fixed rates affect both the Company's net financial investment position and the amount of cash to be paid or received under these agreements.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 9: Restructuring Plans**

The Company has acquisition related restructuring plans and non-acquisition related restructuring plans. The Company bases its accounting and disclosures on applicable accounting guidance. As a result, charges to net earnings were made in the periods in which restructuring plan liabilities were incurred.

*Acquisition related restructuring plans charged to earnings*

In fiscal 2010, the Company acquired the stock of OEB Traction Batteries and certain operating assets and liabilities of the reserve power battery business of Accu Holding AG and its Swedish sales subsidiary (all collectively referred to as "Oerlikon"). The Company is in the process of closing the two manufacturing facilities of Oerlikon which will result in the reduction of 90 employees. For the first six months of fiscal year 2011, the Company recorded \$562 in charges related to this plan and incurred \$1,014 against the accrual. As of October 3, 2010, the reserve balance associated with these actions is \$783. The Company expects to be committed to an additional \$1,300 of restructuring charges in fiscal 2011.

A roll-forward of the acquisition related restructuring reserve for the six months of fiscal 2011 is as follows:

	Employee Severance	Other	Total
Balance at March 31, 2010	\$ 1,292	\$ —	\$ 1,292
Accrued	—	562	562
Costs incurred	(638)	(376)	(1,014)
Foreign currency impact and other	(57)	—	(57)
Balance at October 3, 2010	<u>\$ 597</u>	<u>\$ 186</u>	<u>\$ 783</u>

*Non-acquisition related restructuring plans*

In February and May 2009, the Company announced a plan to restructure certain of its European and American operations, which will result in a reduction of approximately 515 employees upon completion across its operations. These actions are primarily in Europe, the most significant of which was the closure of its leased Italian manufacturing facility and the opening of a new Italian distribution center. The Company estimates that the total charges for these actions will amount to approximately \$33,000, which includes cash expenses of approximately \$24,000, primarily for employee severance-related payments, and a non-cash charge of approximately \$9,000, primarily for impairment of fixed assets.

In addition, during the second quarter of fiscal 2011, the Company announced a further restructuring of its European operations, which will result in the reduction of approximately 55 employees upon completion across its operations. The Company estimates that the total charges for these actions will amount to approximately \$3,800, primarily from cash expenses for employee severance-related payments.

Based on commitments incurred to date, the Company recorded restructuring charges of \$31,457 in fiscal 2009 and 2010 with \$2,911 of additional charges during the six months of fiscal 2011. The Company incurred \$3,772 of costs against the accrual during the six months of fiscal 2011. As of October 3, 2010, the reserve balance associated with these actions is \$6,774. The Company expects to be committed to approximately \$2,400 of restructuring charges in fiscal 2011.

A roll-forward of the non-acquisition related restructuring reserve for the six months of fiscal 2011 is as follows:

	Employee Severance	Total
Balance at March 31, 2010	\$ 7,482	\$ 7,482
Accrued	2,911	2,911
Costs incurred	(3,772)	(3,772)
Foreign currency impact and other	153	153
Balance at October 3, 2010	<u>\$ 6,774</u>	<u>\$ 6,774</u>



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[Table of Contents](#)

## ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)**NOTE 10: Debt**

The following summarizes the Company's long-term debt and capital lease obligations:

	October 3, 2010	March 31, 2010
Term A Loan: Payable in quarterly installments of 1.25% in year 1, 1.88% in years 2-3, 2.50% in year 4, 3.13% in year 5 and 14.39% in year 6, with the remaining balance due on June 27, 2014, bearing interest at 1.85% at October 3, 2010	\$ 192,656	\$ 201,094
Convertible Notes bearing interest at 3.375% (net of unamortized discount of \$33,684 and \$36,580, respectively)	138,816	135,920
Euro Term Loan: Payable in quarterly installments between €1,000 and €1,750 beginning March 31, 2008 through June 30, 2011, bearing interest at 1.90% at September 30, 2010. Euro Term Loan was paid in full on September 30, 2010.	—	11,158
Other debt	41	41
Capital lease obligations	2,405	2,230
Sub-total	333,918	350,443
Less current portion	19,081	26,695
Total long-term debt and capital lease obligations	<u>\$ 314,837</u>	<u>\$ 323,748</u>

***Senior Unsecured 3.375% Convertible Notes***

The Convertible Notes are general senior unsecured obligations and rank equally with the Company's existing and future senior unsecured obligations and are junior to any of the Company's existing or future secured obligations to the extent of the value of the collateral securing such obligations. The Convertible Notes are not guaranteed by, and are structurally subordinate in right of payment to, all of the (i) existing and future indebtedness and other liabilities of the Company's subsidiaries and (ii) preferred stock of the Company's subsidiaries to the extent of their respective liquidation preferences.

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[Table of Contents](#)

## ENERSYS

**NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)**  
**(In Thousands, Except Share and Per Share Data)**

The Convertible Notes require the semi-annual payment of interest in arrears on June 1 and December 1 of each year beginning December 1, 2008, at 3.375% per annum on the principal amount outstanding. The Convertible Notes will accrete principal beginning on June 1, 2015 and will bear contingent interest, if any, beginning with the six-month interest period commencing on June 1, 2015 under certain circumstances. The Convertible Notes will mature on June 1, 2038, unless earlier converted, redeemed or repurchased. Prior to maturity the holders may convert their Convertible Notes into shares of the Company's common stock under certain circumstances. When issued, the initial conversion rate was 24.6305 shares per \$1,000 principal amount of Convertible Notes, which was equivalent to an initial conversion price of approximately \$40.60 per share.

At any time after June 6, 2015, the Company may at its option redeem the Convertible Notes, in whole or in part, for cash, at a redemption price equal to 100% of the accreted principal amount of Convertible Notes to be redeemed, plus any accrued and unpaid interest. A holder of Convertible Notes may require the Company to repurchase some or all of the holder's Convertible Notes for cash upon the occurrence of a fundamental change as defined in the indenture and on each of June 1, 2015, 2018, 2023, 2028 and 2033 at a price equal to 100% of the accreted principal amount of the Convertible Notes being repurchased, plus accrued and unpaid interest, if any, in each case. It is the Company's current intent to settle the principal amount of any conversions in cash, and any additional conversion consideration in cash, shares of the Company's common stock or a combination of cash and shares.

If applicable, the Company will pay a make-whole premium on Convertible Notes converted in connection with certain fundamental changes that occur prior to June 6, 2015. The amount of the make-whole premium, if any, will be based on the Company's common stock price and the effective date of the fundamental change. The indenture contains a detailed description of how the make-whole premium will be determined and a table showing the make-whole premium that would apply at various stock prices. No make-whole premium would be paid if the price of the Company's common stock on the effective date of the fundamental change is less than \$29.00 per share. Any make-whole premium will be payable in shares of the Company's common stock (or the consideration into which the Company's common stock has been exchanged in the fundamental change) on the conversion date for the Convertible Notes converted in connection with the fundamental change.

At October 3, 2010 and March 31, 2010, there was \$172,500 aggregate principal amount of the Convertible Notes outstanding.

The following represents the principal amount of the liability component, the unamortized discount, and the net carrying amount of our Convertible Notes as of October 3, 2010 and March 31, 2010, respectively:

	October 3, 2010	March 31, 2010
Principal	\$ 172,500	\$ 172,500
Unamortized discount	(33,684)	(36,580)
Net carrying amount	<u>\$ 138,816</u>	<u>\$ 135,920</u>

As of October 3, 2010, the remaining discount will be amortized over a period of 56 months. The conversion price of the \$172,500 in aggregate principal amount of the Convertible Notes is approximately \$40.60 per share and the number of shares on which the aggregate consideration to be delivered upon conversion is 4,248,761.

The effective interest rate on the liability component of the Convertible Notes is 8.50%. The amount of interest cost recognized for the amortization of the discount on the liability component of the Convertible Notes was \$1,463 and \$1,345, respectively, during the quarters ended October 3, 2010 and September 27, 2009 and \$2,896 and \$2,662, respectively, during the six months ended October 3, 2010 and September 27, 2009.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

*Senior Secured Credit Facility*

At October 3, 2010, the Company's \$350,000 senior secured credit facility consisted of a \$225,000 Term A Loan and an undrawn \$125,000 revolving credit facility.

The \$225,000 senior secured Term A Loan is subject to a quarterly principal amortization of 1.25% in Year 1, 1.88% in Years 2-3, 2.50% in Year 4, 3.13% in Year 5 and 14.39% in Year 6 and matures on June 27, 2014. The \$125,000 revolving credit facility matures on June 27, 2013. Borrowings under the credit agreements bear interest at a floating rate based, at the Company's option, upon (i) a LIBOR rate plus an applicable percentage (currently 1.50%), or (ii) the greater of the federal funds rate plus 0.5% or the prime rate, plus an applicable percentage (currently 0.50%). There are no prepayment penalties on loans under the \$350,000 senior secured credit facility.

At October 3, 2010 and March 31, 2010, there was \$192,656 and \$201,094, respectively, outstanding under the Term A Loan and there were no borrowings under the revolving credit facility.

Obligations under the senior secured credit facility are secured by substantially all of the Company's existing and hereafter acquired assets located in the United States, including substantially all of the capital stock of the Company's United States subsidiaries that are guarantors under the credit facility, and 65% of the capital stock of certain of the Company's foreign subsidiaries that are owned by the Company's United States companies. The Company's credit agreements contain various covenants that, absent prepayment in full of the indebtedness and other obligations, or the receipt of waivers, would limit the Company's ability to conduct certain specified business transactions including incurring debt, mergers, consolidations or similar transactions, buying or selling assets out of the ordinary course of business, engaging in sale and leaseback transactions, repurchasing the Company's common stock, paying dividends and certain other actions. At October 3, 2010, the Company was in compliance with all such covenants.

*Other debt excluding capital lease obligations*

At October 3, 2010 and March 31, 2010, there were \$41 and \$11,199, respectively, of borrowings outstanding outside the United States. Borrowings outside the United States at October 3, 2010 were considerably lower due to the Euro Term Loan, which was due to mature on June 30, 2011, being repaid in full on September 30, 2010.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 11: Retirement Plans**

The following table presents the interim disclosure requirements of components of the Company's net periodic benefit cost related to its defined benefit pension plans:

	United States Plans		International Plans	
	Quarter ended		Quarter ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Service cost	\$ 65	\$ 66	\$ 141	\$ 160
Interest cost	162	159	617	643
Expected return on plan assets	(156)	(123)	(406)	(320)
Amortization and deferral	56	82	4	4
Net periodic benefit cost	<u>\$ 127</u>	<u>\$ 184</u>	<u>\$ 356</u>	<u>\$ 487</u>

	United States Plans		International Plans	
	Six months ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Service cost	\$ 130	\$ 133	\$ 276	\$ 310
Interest cost	323	318	1,209	1,258
Expected return on plan assets	(312)	(246)	(794)	(628)
Amortization and deferral	113	163	8	8
Net periodic benefit cost	<u>\$ 254</u>	<u>\$ 368</u>	<u>\$ 699</u>	<u>\$ 948</u>

Significant assumptions used in the accounting for the pension benefit plans are as follows:

	United States Plans		International Plans	
	Six months ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Discount rate	6.5%	6.0%	3.8 - 6.0%	4.3 - 6.0%
Expected return on plan assets	8.0%	8.0%	5.5 - 7.0%	5.5 - 7.5%
Rate of compensation increase	N/A	N/A	2.0 - 3.5%	2.0 - 3.5%

The Company presently anticipates contributing approximately \$1,800 to its defined benefit pension plans in fiscal 2011, based on current actuarial information.

The Company has defined contribution plans covering all U.S. based employees who are not covered by a collective bargaining agreement and substantially all UK employees, both direct and salaried.

ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)

**NOTE 12: Stock-Based Compensation**

As of October 3, 2010, the Company maintains four equity incentive plans: the EnerSys Amended and Restated 2000 Management Equity Plan, the 2004 Equity Incentive Plan, the Amended and Restated 2006 Equity Incentive Plan, and the 2010 Equity Incentive Plan which reserved 13,489,583 shares of the Company's common stock for the grant of various types of equity awards including nonqualified stock options, restricted stock, restricted stock units, market share units and other forms of equity-based compensation. As of October 3, 2010, the Company had 3,165,601 shares available for future grants.

The Company recognized equity-based compensation expense associated with its equity incentive plans of \$2,226, with a related tax benefit of \$645, for the second quarter of fiscal 2011, and \$2,136, with a related tax benefit of \$641, for the second quarter of fiscal 2010. The Company recognized equity-based compensation expense associated with its equity incentive plans of \$4,336, with a related tax benefit of \$1,215, for the six months of fiscal 2011, and \$3,741, with a related tax benefit of \$1,122, for the six months of fiscal 2010.

Common stock activity for the six months of fiscal 2011 included the exercise of 516,161 options for \$7,133 and the vesting of 176,149 restricted stock and restricted stock units. Common stock activity for the six months of fiscal 2010 included the exercise of 202,544 options for \$2,230 and the vesting of 96,717 restricted stock and restricted stock units.

***Stock Incentive Plans***

Non-qualified stock options have been granted to employees under the equity incentive plans at prices not less than the fair market value of the shares on the dates the options were granted. Stock options issued prior to fiscal 2009 vest and become exercisable 25% per year over a four-year period from the date of grant. Stock options issued in fiscal 2009 and 2010 generally vest and become exercisable 33.3% per year over a three-year period from the date of grant. Stock options generally expire 10 years from the date of grant. No stock options were granted during the six months of fiscal 2011.

***Restricted Stock***

The Company approved grants of restricted stock at the fair market value of the Company's common stock on the date of grant and vests 25% per year over a four-year period from the date of grant. At October 3, 2010 and March 31, 2010, there were no shares and 1,000 shares, respectively, of restricted stock outstanding. No restricted stock was granted during the six months of fiscal 2011.

***Restricted Stock Units***

In August 2010, the Company granted to non-employee directors 21,248 restricted stock units at the market price of \$22.59 per restricted stock unit at the date of grant. These restricted stock units vest thirteen-months following the date of grant. In May 2010, the Company granted to management and other key employees 287,212 restricted stock units at fair market value and 124,093 market share units. Restricted stock units are granted at the fair market value of the Company's common stock on the date of grant and vest and are settled in common stock 25% per year over a four-year period from the date of grant.

Market share units are granted at fair value on the date of grant and vest and are settled in common shares on the third anniversary of the date of grant. Market share units are converted into between zero and two shares of common stock for each unit granted at the end of a three-year performance cycle. The conversion ratio is calculated by dividing the average closing share price of the Company's common stock during the ninety calendar days immediately preceding the vesting date by the average closing share price of the Company's common stock during the ninety calendar days immediately preceding the grant date, with the resulting quotient capped at two. This quotient is then multiplied by the number of market share units granted to yield the number of shares of common stock to be delivered on the vesting date.

The compensation cost to be recorded is based on the fair value at the grant date. The fair value of the restricted stock units granted in the first quarter of fiscal 2011 was based on the market price of \$25.67 per share at the date of grant. The fair value of the market share units granted in the first quarter of fiscal 2011 was estimated at the date of grant at \$34.45 per share using a binominal matrix-pricing model with the following assumptions: a risk-free interest rate of 1.30%, dividend yield of zero, time to maturity of 3 years and expected volatility of 43.0%.

As of October 3, 2010, 743,325 restricted stock units and 124,093 market share units were outstanding. At March 31, 2010, 608,630 restricted stock units were outstanding.

## ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)**NOTE 13: Earnings Per Share**

Net earnings per share—basic is based on the weighted average number of shares of the Company's common stock outstanding. Net earnings per share—diluted gives effect to all potentially dilutive common shares that were outstanding during the period. As of October 3, 2010 and September 27, 2009, the Company had outstanding stock options, restricted stock, market share units and restricted stock units that could potentially dilute basic earnings per share in the future. Weighted average common shares—basic and common shares—diluted were as follows:

	Quarter ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
Weighted average shares of common stock outstanding—basic	49,120,985	48,031,005	48,970,233	47,983,703
Assumed exercise and lapse of equity awards, net of shares assumed reacquired	625,617	807,155	624,525	662,724
Weighted average common shares—diluted	<u>49,746,602</u>	<u>48,838,160</u>	<u>49,594,758</u>	<u>48,646,427</u>
Anti-dilutive equity awards not included in weighted average common shares—diluted	<u>574,928</u>	<u>1,698,256</u>	<u>460,725</u>	<u>1,784,268</u>

The aggregate number of common shares that the Company could be obligated to issue upon conversion of its Convertible Notes that the Company sold in May 2008, is 4,248,761. It is the Company's current intent to settle the principal amount of any conversions in cash, and any additional conversion consideration in cash, shares of the Company's common stock or a combination of cash and shares. No contingent shares were included in diluted shares outstanding during the second quarters and six months of fiscal 2011 and 2010, as the specified conversion price exceeded the average market price of the Company's common stock, and the inclusion of contingent shares would have been anti-dilutive.

## ENERSYS

NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS (Unaudited)—(Continued)  
(In Thousands, Except Share and Per Share Data)**NOTE 14: Business Segments**

The Company has three reportable business segments based on geographic regions, defined as follows:

- **Americas**, which includes North and South America, with segment headquarters in Reading, Pennsylvania, USA;
- **Europe**, which includes Europe, the Middle East and Africa, with segment headquarters in Zurich, Switzerland; and
- **Asia**, which includes Asia, Australia and Oceania, with segment headquarters in Singapore.

The following table provides selected financial data for the Company's reportable business segments:

	Quarter ended		Six months ended	
	October 3, 2010	September 27, 2009	October 3, 2010	September 27, 2009
<b>Net sales by segment</b>				
Europe	\$ 207,359	\$ 168,015	\$ 395,860	\$ 324,159
Americas	221,171	164,554	426,840	314,788
Asia	44,313	34,756	85,112	68,643
Total net sales	<u>\$ 472,843</u>	<u>\$ 367,325</u>	<u>\$ 907,812</u>	<u>\$ 707,590</u>
<b>Operating earnings by segment</b>				
Europe	\$ 9,291	\$ 1,357	\$ 19,195	\$ 2,037
Americas	34,119	22,283	60,078	37,966
Asia	3,836	4,693	6,176	11,383
Restructuring charges (Europe)	(2,750)	(3,184)	(3,473)	(5,986)
Restructuring charges (Americas)	—	—	—	(717)
Total operating earnings	<u>\$ 44,496</u>	<u>\$ 25,149</u>	<u>\$ 81,976</u>	<u>\$ 44,683</u>

**NOTE 15: Subsequent Events**

The Company evaluated all subsequent events through the date that the consolidated financial statements were issued. No material subsequent events have occurred since October 3, 2010 that required recognition or disclosure in the Condensed Consolidated Financial Statements.

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[Table of Contents](#)

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

**FORWARD-LOOKING STATEMENTS**

The Private Securities Litigation Reform Act of 1995 (the "Reform Act") provides a safe harbor for forward-looking statements made by or on behalf of EnerSys. EnerSys and its representatives may, from time to time, make written or verbal forward-looking statements, including statements contained in our filings with the Securities and Exchange Commission and its reports to stockholders. Generally, the inclusion of the words "believe," "expect," "intend," "estimate," "anticipate," "will," and similar expressions identify statements that constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 and that are intended to come within the safe harbor protection provided by those sections. All statements addressing operating performance, events, or developments that EnerSys expects or anticipates will occur in the future, including statements relating to sales growth, earnings or earnings per share growth, and market share, as well as statements expressing optimism or pessimism about future operating results, are forward-looking statements within the meaning of the Reform Act. The forward-looking statements are and will be based on management's then-current views and assumptions regarding future events and operating performance, and are applicable only as of the dates of such statements.

Forward-looking statements involve risks, uncertainties and assumptions. Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy. Actual results may differ materially from those expressed in these forward-looking statements due to a number of uncertainties and risks, including the risks described in the Company's 2010 Annual Report on Form 10-K and other unforeseen risks. You should not put undue reliance on any forward-looking statements. These statements speak only as of the date of this Quarterly Report on Form 10-Q, even if subsequently made available on our website or otherwise, and we undertake no obligation to update or revise these statements to reflect events or circumstances occurring after the date of this Quarterly Report on Form 10-Q.

Our actual results may differ materially from those contemplated by the forward-looking statements for a number of reasons, including the following factors:

- general cyclical patterns of the industries in which our customers operate;
- the extent to which we cannot control our fixed and variable costs;
- the raw material in our products may experience significant fluctuations in market price and availability;
- certain raw materials constitute hazardous materials that may give rise to costly environmental and safety claims;
- legislation regarding the restriction of the use of certain hazardous substances in our products;
- risks involved in foreign operations such as disruption of markets, changes in import and export laws, currency restrictions and currency exchange rate fluctuations;
- our ability to raise our selling prices to our customers when our product costs increase;
- the extent to which we are able to efficiently utilize our global manufacturing facilities and optimize our capacity;
- general economic conditions in the markets in which we operate;
- competitiveness of the battery markets throughout the world;
- our timely development of competitive new products and product enhancements in a changing environment and the acceptance of such products and product enhancements by customers;
- our ability to adequately protect our proprietary intellectual property, technology and brand names;
- unanticipated litigation and regulatory proceedings to which we might be subject;
- changes in our market share in the geographic business segments where we operate;
- our ability to implement our cost reduction initiatives successfully and improve our profitability;
- unanticipated quality problems associated with our products;
- our ability to implement business strategies, including our acquisition strategy, and restructuring plans;



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## [Table of Contents](#)

- our acquisition strategy may not be successful in locating advantageous targets;
- our ability to successfully integrate any assets, liabilities, customers, systems and management personnel we acquire into our operations and our ability to realize related revenue synergies and cost savings within expected time frames;
- our debt and debt service requirements which may restrict our operational and financial flexibility, as well as imposing unfavorable interest and financing costs;
- our ability to maintain our existing credit facilities or obtain satisfactory new credit facilities;
- adverse changes in our short- and long-term debt levels under our credit facilities;
- our exposure to fluctuations in interest rates on our variable-rate debt;
- our ability to attract and retain qualified personnel;
- our ability to maintain good relations with labor unions;
- credit risk associated with our customers, including risk of insolvency and bankruptcy;
- our ability to successfully recover in the event of a disaster affecting our infrastructure; and
- terrorist acts or acts of war, whether in the United States or abroad, could cause damage or disruption to our operations, our suppliers, channels to market or customers, or could cause costs to increase, or create political or economic instability.

This list of factors that may affect future performance is illustrative, but by no means exhaustive. Accordingly, all forward-looking statements should be evaluated with the understanding of their inherent uncertainty.

In the following discussion and analysis of results of operations and financial condition, certain financial measures may be considered "non-GAAP financial measures" under Securities and Exchange Commission rules. These rules require supplemental explanation and reconciliation, which is provided in this Quarterly Report on Form 10-Q. EnerSys' management uses the non-GAAP measures "primary working capital", "primary working capital percentage" (see definitions in "Liquidity and Capital Resources" below) and capital expenditures in its evaluation of business segment cash flow and financial position performance. These disclosures have limitations as an analytical tool, should not be viewed as a substitute for cash flow determined in accordance with GAAP, and should not be considered in isolation or as a substitute for analysis of the Company's results as reported under GAAP, nor are they necessarily comparable to non-GAAP performance measures that may be presented by other companies. Management believes that this non-GAAP supplemental information is helpful in understanding the Company's ongoing operating results.

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## [Table of Contents](#)

### *Overview*

We are the global leader in stored energy solutions for industrial applications. We also manufacture, market and distribute related products such as chargers, power equipment and battery accessories, and we provide related after-market and customer-support services for industrial batteries. We market and sell our products globally to over 10,000 customers in more than 100 countries through a network of distributors, independent representatives and our internal sales force.

We operate and manage our business in three geographic regions of the world—Americas, Europe and Asia, as described below. Our business is highly decentralized with manufacturing locations throughout the world. More than half of our manufacturing capacity is located outside of the United States, and approximately 60% of our net sales are generated outside of the United States. Under the criteria of the FASB guidance, the Company has three reportable business segments based on geographic regions, defined as follows:

- **Americas**, which includes North and South America, with our segment headquarters in Reading, Pennsylvania, USA;
- **Europe**, which includes Europe, the Middle East and Africa, with our segment headquarters in Zurich, Switzerland; and
- **Asia**, which includes Asia, Australia and Oceania, with our segment headquarters in Singapore.

We evaluate business segment performance based primarily upon operating earnings, exclusive of highlighted items. Highlighted items are those that the Company deems are not indicative of ongoing operating results, including those charges that the Company incurs as a result of restructuring activities and those charges and credits that are not directly related to ongoing business segment performance. All corporate and centrally incurred costs are allocated to the business segments based principally on net sales. We evaluate business segment cash flow and financial position performance based primarily upon capital expenditures and primary working capital levels (see definition of primary working capital in "Liquidity and Capital Resources" below). Although we monitor the three elements of primary working capital (receivables, inventory and payables), our primary focus is on the total amount, due to the significant impact it has on our cash flow and, as a result, our level of debt.

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## [Table of Contents](#)

Our management structure, financial reporting systems, and associated internal controls and procedures, are all consistent with our three geographic business segments. We report on a March 31 fiscal year-end. Our financial results are largely driven by the following factors:

- general cyclical patterns of the industries in which our customers operate;
- changes in our market share in the geographic business segments where we operate;
- changes in our selling prices and, in periods when our product costs increase, our ability to raise our selling prices to pass such cost increases through to our customers;
- the extent to which we are able to efficiently utilize our global manufacturing facilities and optimize our capacity;
- the extent to which we can control our fixed and variable costs, including those for our raw materials, manufacturing, distribution and operating activities;
- changes in our level of debt and changes in the variable interest rates under our credit facilities; and
- the size and number of acquisitions and our ability to achieve their intended benefits.

We have two primary industrial battery product lines: reserve power products and motive power products. Net sales classifications by product line are as follows:

- **Reserve power products** are used for backup power for the continuous operation of critical applications in telecommunications systems, UPS, applications for computer and computer-controlled systems, and other specialty power applications, including security systems, for premium starting, lighting and ignition applications, in switchgear and electrical control systems used in electric utilities and energy pipelines, and in commercial aircraft and military aircraft, submarines, ships and tactical vehicles.
- **Motive power products** are used to provide power for manufacturing, warehousing and other material handling equipment, primarily electric industrial forklift trucks, mining equipment, and for diesel locomotive starting, rail car lighting and rail signaling equipment.

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## [Table of Contents](#)

### *Economic Climate*

The general global economic recovery that we have experienced since the summer of 2009 is reflected in the increases in our global revenue. Our revenue reached a low point in the first quarter of fiscal 2010; revenue in the second quarter of fiscal 2011 was 39% higher than the low point last year. We are encouraged by the continued improvement in our incoming order rate, which is trending upward along with increases in global economic activity.

### *Volatility of Commodities and Foreign Currencies*

Volatility of commodity costs and foreign currency exchange rates have caused large swings in our production costs. Lead is the primary commodity we purchase and the euro is the primary foreign currency to which we are exposed. As the global economic climate changes, we anticipate that our commodity costs may continue to fluctuate significantly as they have in the past several years. Our estimated lead cost, due to increases in average lead prices, in the six months of fiscal 2011 compared to the six months of fiscal 2010 was an increase of approximately \$91 million.

### *Customer Pricing*

We have been subjected to pricing pressures over the past several years, which we expect will continue. Additionally, in our current environment, increased commodity costs and improved customer demand have contributed to pricing improvements. Our selling prices fluctuated substantially during the last several years to partially offset the volatile cost of commodities. Beginning in the third quarter of fiscal 2009, as a result of reductions in the cost of lead, our average selling prices began to decline as measured on a sequential quarterly basis. As the cycle of lead costs turned upward in the early part of fiscal 2010, we began to increase average selling prices to help offset the higher costs. During the six months of fiscal 2011, our selling prices increased to reflect the rising commodity prices. Selling price increases offset approximately \$46 million of the increased lead cost in the six months of fiscal 2011. Approximately 35% to 40% of our revenue is currently subject to agreements that adjust pricing to a market-based index for lead.

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## [Table of Contents](#)

### *Cost Savings Initiatives-Restructuring*

To help improve our level of profitability, we continue to take actions to rationalize and automate our production facilities and move capacity to lower cost facilities.

Cost savings programs remain a continuous element of our business strategy and are directed primarily at further reductions in plant manufacturing and raw materials costs and our operating expenses, primarily selling, general and administrative. We viewed the recent economic decline as a time for us to accelerate the consolidation of certain operations and undertake additional restructuring of our business.

In fiscal 2011, we began a further restructuring of our European operations. The benefits of this action are expected to occur in future periods. We believe that the restructuring actions taken over the last 4 years will have a favorable pre-tax earnings impact of approximately \$40 million, or \$0.58 per share, on an annualized basis when fully implemented by the end of fiscal 2012.

### *Liquidity and Capital Resources*

Our capital structure and liquidity remain strong. As of October 3, 2010, we had approximately \$173 million of cash and cash equivalents, approximately \$131 million of undrawn, committed credit lines, and over \$93 million of uncommitted credit lines. We believe that we have the financial resources and the capital available to fund the foreseeable organic growth in our business and to remain active in pursuing further acquisition opportunities.

[Table of Contents](#)

**Results of Operations**

*Net Sales*

Current quarter by segment	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Europe	\$ 207.4	43.8%	\$ 168.0	45.7%	\$ 39.4	23.4%
Americas	221.1	46.8	164.6	44.8	56.5	34.4
Asia	44.3	9.4	34.7	9.5	9.6	27.5
Total net sales	\$ 472.8	100.0%	\$ 367.3	100.0%	\$ 105.5	28.7%

Year to date by segment	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Europe	\$ 395.9	43.6%	\$ 324.1	45.8%	\$ 71.8	22.1%
Americas	426.8	47.0	314.9	44.5	111.9	35.6
Asia	85.1	9.4	68.6	9.7	16.5	24.0
Total net sales	\$ 907.8	100.0%	\$ 707.6	100.0%	\$ 200.2	28.3%

Net sales increased \$105.5 million or 28.7% in the second quarter of fiscal 2011 and increased \$200.2 million or 28.3% in the six months of fiscal 2011 from the comparable periods in fiscal 2010. This increase for the quarter was the result of an 18% increase in organic volume, a 5% increase from acquisitions and a 7% increase due to pricing, partially offset by a 1% decrease from weaker foreign currencies, primarily the euro and British pound. The increase for the six months of fiscal 2011 from the comparable period in fiscal 2010 was the result of a 19% increase in organic volume, a 5% increase from acquisitions and a 6% increase due to pricing, partially offset by a 2% decrease from weaker foreign currencies.

**Segment sales**

The improving economic and market conditions have had a significant impact on our unit sales volume. All of our segments experienced organic volume improvements in the second quarter of fiscal 2011, compared to the comparable period of 2010.

Our Europe segment's net sales increased \$39.4 million or 23.4% in the second quarter of fiscal 2011, as compared to the second quarter of fiscal 2010, primarily due to an increase in organic volume of 14%. Price increases and acquisitions contributed approximately 9% and 5%, respectively, to the improvement, which was partially offset by a 5% decrease due to weaker foreign currencies. Our Europe segment's revenue increased \$71.8 million or 22.1% in the six months of fiscal 2011, as compared to the six months of fiscal 2010, primarily due to an increase in organic volume which contributed approximately a 15% increase, complemented by approximately 8% and 5% of increases due to price and acquisitions, respectively, partially offset by a 6% decrease from weaker foreign currencies.

Our Americas segment's revenue increased \$56.5 million or 34.4% in the second quarter of fiscal 2011, as compared to the second quarter of fiscal 2010, primarily due to higher organic volume, which contributed approximately a 21% increase. Pricing, acquisitions and foreign currency changes contributed approximately 6%, 6% and 1%, respectively, to the improvement. Our Americas segment's revenue increased \$111.9 million or 35.6% in the six months of fiscal 2011, as compared to the six months of fiscal 2010, primarily due to higher organic volume which contributed approximately a 22% increase and pricing, acquisitions and foreign currency changes contributed approximately 6%, 7% and 1%, respectively.

Our Asia segment's revenue increased \$9.6 million or 27.5% in the second quarter of fiscal 2011, as compared to the second quarter of fiscal 2010, primarily due to higher organic volume of 25% and 7% due to foreign currency changes, partially offset by lower pricing of 4%. Our Asia segment's revenue increased \$16.5 million or 24.0% in the six months of fiscal 2011, as compared to the six months of fiscal 2010, primarily due to higher organic volume which contributed approximately a 19% increase and 6% due to foreign currency changes, partially offset by lower pricing of 1%.

[Table of Contents](#)

*Product line sales*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Reserve Power	\$ 247.3	52.3%	\$ 198.0	53.9%	\$ 49.3	24.9%
Motive Power	225.5	47.7	169.3	46.1	56.2	33.2
Total net sales	\$ 472.8	100.0%	\$ 367.3	100.0%	\$ 105.5	28.7%

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Reserve Power	\$ 454.9	50.1%	\$ 380.8	53.8%	\$ 74.1	19.5%
Motive Power	452.9	49.9	326.8	46.2	126.1	38.6
Total net sales	\$ 907.8	100.0%	\$ 707.6	100.0%	\$ 200.2	28.3%

Sales of our reserve power products in the second quarter and six months of fiscal 2011 increased \$49.3 million or 24.9% and \$74.1 or 19.5%, respectively, compared to the comparable periods of fiscal 2010. In the second quarter of fiscal 2011, organic volume growth contributed 20% of the increase, pricing and acquisitions contributed approximately 4% and 2%, respectively, to the improvement, which was partially offset by a 1% decrease due to foreign currency changes. In the six months of fiscal 2011, higher organic volume was approximately 16%, pricing and acquisitions contributed approximately 3% and 2%, respectively, to the improvement, which was partially offset by a 2% decrease due to foreign currency changes.

Sales of our motive power products in the second quarter and six months of fiscal 2011 increased \$56.2 million or 33.2% and \$126.1 million or 38.6%, respectively, compared to the comparable periods of fiscal 2010. The second quarter increase was primarily due to higher organic volume, which contributed approximately a 16% increase. Pricing and acquisitions contributed 10% and 8%, respectively, to the improvement which was partially offset by a 1% decrease due to foreign currency changes. In the six months of fiscal 2011, organic volume increase was approximately 22% with pricing and acquisitions contributing 10% and 9%, respectively, partially offset by a 2% decrease due to foreign currency changes.

[Table of Contents](#)

*Gross Profit*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Gross Profit	\$ 110.7	23.4%	\$ 88.6	24.1%	\$ 22.1	24.9%

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Gross Profit	\$ 207.3	22.8%	\$ 166.1	23.5%	\$ 41.2	24.8%

Gross profit increased 24.9% or \$22.1 million in the second quarter of fiscal 2011, and increased 24.8% or \$41.2 million in the six months of fiscal 2011 when compared to the comparable periods of fiscal 2010.

Gross profit, as a percentage of net sales decreased 70 basis points in the second quarter as well as the six month period of fiscal 2011, when compared to the comparable periods of fiscal 2010. This decrease is primarily attributed to product mix and higher commodity costs offset by on-going cost reduction programs and higher selling prices, as discussed below.

We estimate that the cost of lead alone, our most significant raw material, increased our cost of sales by approximately \$43 and \$91 million, respectively, in the second quarter and six months of fiscal 2011, compared to the comparable periods in fiscal 2010. Selling price increases offset approximately \$24 million and \$46 million, respectively, of the increased lead cost in the second quarter and in the six months of fiscal 2011.

Our sales initiatives will continue to emphasize pricing activities to improve gross profit and continue to focus on improving product mix to higher margin products.

Additionally, we remain highly focused on our long-standing and on-going cost reduction programs, which we believe continue to be highly effective in reducing our costs. This was a significant factor in the improvement of our gross profit percentages in the second quarter of fiscal 2011 to 23.4% and to 22.8% in the six months of fiscal 2011 compared to the rate of 21.4% in our fourth quarter of fiscal 2010.

*Operating Items*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Operating expenses	\$ 63.5	13.4%	\$ 60.3	16.4%	\$ 3.2	5.3%
Restructuring charges	\$ 2.7	0.6%	\$ 3.2	0.9%	\$ (0.5)	(13.6)%

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
Operating expenses	\$ 121.9	13.4%	\$ 114.7	16.2%	\$ 7.2	6.3%
Restructuring charges	\$ 3.4	0.4%	\$ 6.7	0.9%	\$ (3.3)	(48.2)%



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## [Table of Contents](#)

Operating expenses as a percentage of net sales decreased 300 basis points and 280 basis points respectively, in the second quarter and six months of fiscal 2011 in comparison to the comparable periods of fiscal 2010. This decrease in the percentage is largely the result of leveraging our operating expenses with higher revenue. Operating expenses, excluding the effect of foreign currency translation, increased 4.8% or \$2.8 million in the second quarter of fiscal 2011 and increased 7.1% or \$8.1 million in the six months of fiscal 2011 when compared to the comparable periods of fiscal 2010, due primarily to higher sales volume. Selling expenses, our main component of operating expenses, were 58.3% and 59.6% of total operating expenses in the second quarter and six months of fiscal 2011 compared to 55.8% and 58.6% of total operating expenses in the second quarter and six months of fiscal 2010.

### *Restructuring charges*

Included in our second quarter and six months of fiscal 2011 operating results are \$2.7 million and \$3.4 million, respectively, of restructuring charges primarily for staff reductions made in Europe, and included in our second quarter and six months of fiscal 2010 operating results are \$3.2 million and \$6.7 million, respectively, of restructuring charges primarily for staff reductions made in Europe and Americas.

[Table of Contents](#)

*Operating Earnings*

Current quarter by segment	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales (1)	In Millions	Percentage of Total Net Sales (1)	In Millions	Percentage
Europe	\$ 9.3	4.5%	\$ 1.4	0.8%	\$ 7.9	NM%
Americas	34.1	15.4	22.2	13.5	11.9	53.1
Asia	3.8	8.7	4.7	13.5	(0.9)	(18.3)
Subtotal	47.2	10.0	28.3	7.7	18.9	66.8
Restructuring charges-Europe	(2.7)	(1.3)	(3.2)	(1.9)	0.5	13.6
Total operating earnings	\$ 44.5	9.4%	\$ 25.1	6.8%	\$ 19.4	76.9%

(1) The percentages shown for the segments are computed as a percentage of the applicable segment's net sales.

NM = not meaningful

Year to date by segment	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales (1)	In Millions	Percentage of Total Net Sales (1)	In Millions	Percentage
Europe	\$ 19.2	4.9%	\$ 2.0	0.6%	\$ 17.2	NM%
Americas	60.0	14.1	38.0	12.1	22.0	58.2
Asia	6.2	7.3	11.4	16.6	(5.2)	(45.7)
Subtotal	85.4	9.4	51.4	7.3	34.0	66.3
Restructuring charges-Europe	(3.4)	(0.9)	(6.0)	(1.8)	2.6	(42.0)
Restructuring charges-Americas	—	—	(0.7)	(0.3)	0.7	NM
Total operating earnings	\$ 82.0	9.0%	\$ 44.7	6.3%	\$ 37.3	83.5%

(1) The percentages shown for the segments are computed as a percentage of the applicable segment's net sales.

Operating earnings increased 76.9% or \$19.4 million in the second quarter and increased 83.5% or \$37.3 million in the six months of fiscal 2011 in comparison to the second quarter and six months of fiscal 2010. Operating earnings as a percentage of net sales, as shown in the table above, increased 260 basis points in the second quarter of fiscal 2011 and increased 270 basis points in the six months of fiscal 2011 when compared to the comparable periods of 2010. Operating earnings improved primarily due to higher sales volume, price realization and cost reduction initiatives, partially offset by higher commodity costs. There were additional offsets from restructuring charges in Europe in fiscal 2011 and in Europe and Americas in fiscal 2010.

We experienced a substantial increase in operating earnings in our Europe segment in the second quarter of fiscal 2011 in comparison to the comparable quarter in the prior year, with the operating margin increasing 370 basis points to 4.5%. This improvement in our Europe segment earnings is primarily attributable to an improvement in organic volume and pricing and benefits of the restructuring programs on both production and operating expenses.

Our Americas segment had an increase in operating earnings in the second quarter of fiscal 2011 in comparison to the comparable quarter in the prior year, with the operating margin increasing 190 basis points to 15.4%. The margin improvement was primarily from higher sales volume and price realization partially offset by higher commodity costs.

Operating earnings decreased in our Asia segment in the second quarter of fiscal 2011 in comparison to the comparable quarter in the prior year, with the operating margin decreasing to 8.7% from 13.5%. Higher commodity and freight costs and more difficult pricing conditions accounted for the lower operating earnings, partially offset by higher sales volume in Asia compared to the second quarter of fiscal 2010.

Operating earnings increased significantly in our Europe segment in the six months of fiscal 2011 in comparison to the comparable period in the prior year, with the operating margin increasing 430 basis points to 4.9%. This significant improvement in Europe earnings is primarily attributable to an increase in organic volume and pricing as European macro-economic conditions improved and the benefits of the restructuring programs on both production and operating expenses.

Operating earnings in our Americas segment increased 58.2% in the six months of fiscal 2011 in comparison to the comparable period in the prior year, while the operating margin increased 200 basis points to 14.1%. Earnings improved in our Americas segment due primarily to 22% increase in organic volumes from improved macro-economic conditions.

## [Table of Contents](#)

Operating earnings in our Asia segment decreased 45.7% in the six months of fiscal 2011 in comparison to the comparable period in the prior year, with the operating margin as a percentage of sales decreasing from 16.6% to 7.3%. This reduction in our Asia segment earnings was primarily attributable to higher commodity and freight costs, and more difficult pricing conditions. In addition, there was a \$1.1 million gain from the sale of assets in the six month period of fiscal 2010.

### *Interest Expense*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Interest expense	\$ 6.1	1.3%	\$ 5.6	1.5%	\$ 0.5

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Interest expense	\$ 12.1	1.3%	\$ 11.0	1.6%	\$ 1.1

Interest expense of \$6.1 million in the second quarter of fiscal 2011 (net of interest income of \$0.3 million) was \$0.5 million higher than the interest expense of \$5.6 million in the second quarter of fiscal 2010 (net of interest income of \$0.2 million). Interest expense of \$12.1 million in the six months of fiscal 2011 (net of interest income of \$0.5 million) was \$1.1 million higher than the \$11.0 million (net of interest income of \$0.4 million) in the six months of fiscal 2010.

The increase in interest expense in the second quarter of fiscal 2011 compared to the second quarter of 2010 is attributable primarily to the write off of deferred financing fees due to the early payment of the Euro Term Loan, higher non-cash accretion on our Convertible Notes and higher effective interest rates on our interest rate swaps, partially offset by lower borrowing levels.

The increase in interest expense in the six months of fiscal 2011 compared to the six months of 2010 is attributable primarily to more days in the six month period of fiscal 2011 versus 2010, higher non-cash accretion on our Convertible Notes, the write off of non-cash deferred financing fees due to the early payment of the Euro Term Loan, and higher effective interest rates on our interest rate swaps, partially offset by lower borrowing levels.

Our average debt outstanding (reflecting the reduction of the Convertible Notes discount) was \$343.3 million and \$346.7 million in the second quarter and six months of fiscal 2011, compared to \$365.6 million and \$369.3 million, respectively, in the second quarter and six months of fiscal 2010. The average Convertible Notes discount excluded from our average debt outstanding was \$34.2 million and \$35.2 million, respectively, in the second quarter and six months of fiscal 2011 and \$40.3 million and \$41.0 million, respectively, in the second quarter and six months of fiscal 2010.

Included in interest expense is non-cash, accreted interest on the Convertible Notes of \$1.4 million and \$2.9 million, respectively, in the second quarter and six months of fiscal 2011 and \$1.3 million and \$2.7 million, respectively, in the second quarter and six months of fiscal 2010.

Also included in interest expense are non-cash charges for deferred financing fees of \$0.7 million and \$1.1 million, respectively, in the second quarter and six months of fiscal 2011, compared to \$0.4 million and \$0.9 million, respectively, in the second quarter and six months of fiscal 2010.

[Table of Contents](#)

*Other Expense, Net*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Other expense, net	\$ 1.0	0.2%	\$ 0.8	0.2%	\$ 0.2

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Other expense, net	\$ 1.0	0.1%	\$ 2.7	0.4%	\$ (1.7)

Other expense, net was \$1.0 million for the second quarter of fiscal 2011 and \$0.8 million compared to the second quarter of fiscal 2010. Other expense is mainly attributable to net foreign currency transaction losses.

Other expense, net was \$1.0 million in the six months of fiscal 2011 compared to \$2.7 million in the comparable period of fiscal 2010. This \$1.7 million favorable change is primarily attributed to \$1.6 million lower foreign currency transaction losses in the current fiscal period.

*Earnings Before Income Taxes*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Earnings before income taxes	\$ 37.4	7.9%	\$ 18.7	5.1%	\$ 18.7

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In Millions	Percentage of Total Net Sales	In Millions	Percentage of Total Net Sales	In Millions	Percentage
	Earnings before income taxes	\$ 68.9	7.6%	\$ 31.0	4.4%	\$ 37.9

As a result of the above, earnings before income taxes in the second quarter of fiscal 2011 increased \$18.7 million compared to the second quarter of fiscal 2010 and earnings before income taxes in the six months of fiscal 2011 increased \$37.9 million compared to six months of fiscal 2010. Earnings before income taxes as a percentage of sales were 7.9% and 7.6% respectively, in the second quarter and six months of fiscal 2011 in comparison to 5.1% and 4.4%, respectively, in the second quarter and six months of fiscal 2010.

[Table of Contents](#)

*Income Tax Expense*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Income tax expense	\$ 10.8	2.3%	\$ 5.8	1.6%	\$ 5.0	87.0%
Effective tax rate		29.0%		31.0%		(2.0)%

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Income tax expense	\$ 19.3	2.1%	\$ 9.7	1.4%	\$ 9.6	NM
Effective tax rate		28.1%		31.2%		(3.1)%

The effective income tax rates for the second quarters of fiscal 2011 and 2010 were 29.0% and 31.0%, respectively. The effective income tax rates for the six months of fiscal 2011 and 2010 were 28.1% and 31.2%, respectively. The rate decreases in the second quarter and six months of fiscal 2011 as compared to the comparable prior year periods are due to a change in the mix of earnings among tax jurisdictions.

*Net Earnings*

	Quarter ended October 3, 2010		Quarter ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Net earnings	\$ 26.6	5.6%	\$ 12.9	3.5%	\$ 13.7	NM

  

	Six months ended October 3, 2010		Six months ended September 27, 2009		Increase (Decrease)	
	In	Percentage	In	Percentage	In	Percentage
	Millions	of Total Net Sales	Millions	of Total Net Sales	Millions	Percentage
Net earnings	\$ 49.6	5.5%	\$ 21.3	3.0%	\$ 28.3	NM

As a result of the above, net earnings in the second quarter of fiscal 2011 were \$26.6 million (5.6% of net sales), compared to net earnings in the second quarter of fiscal 2010 of \$12.9 million (3.5% of net sales). Net earnings in the six months of fiscal 2011 were \$49.6 million (5.5% of net sales), compared to net earnings in the six months of fiscal 2010 of \$21.3 million (3.0% of net sales).

Net earnings per common share in the second quarter of fiscal 2011 were \$0.54 per basic share and \$0.53 per diluted share, compared to \$0.27 per basic share and \$0.26 per diluted share in the second quarter of fiscal 2010. Net earnings per common share in the six months of fiscal 2011 were \$1.01 per basic share and \$1.00 per diluted share, compared to \$0.44 per basic and diluted share in the six months of fiscal 2010.

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[Table of Contents](#)***Critical Accounting Policies and Estimates***

There have been no material changes to our critical accounting policies from those discussed under the caption "Critical Accounting Policies and Estimates" in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended March 31, 2010.

***Liquidity and Capital Resources***

During the six months of fiscal 2011, cash from operating activities of \$7.1 million was provided primarily from net earnings of \$49.6 million and depreciation and amortization of \$22.4 million, substantially offset by cash used for the increase in primary working capital of \$66.2 million. In the six months of fiscal 2010, cash from operating activities of \$81.4 million was provided primarily from net earnings of \$21.3 million, depreciation and amortization of \$21.7 million, augmented by positive cash flow from reduced primary working capital of \$46.5 million, in a period of declining sales.

Primary working capital for this purpose is trade accounts receivable, plus inventories, minus trade accounts payable. The resulting net amount is divided by the trailing three month net sales (annualized) to derive a primary working capital percentage. Primary working capital was \$514.0 million (yielding a primary working capital percentage of 27.2%) at October 3, 2010, \$417.4 million (yielding a primary working capital percentage of 28.4%) at September 27, 2009, and \$439.7 million (yielding a primary working capital percentage of 24.4%) at March 31, 2010. The primary working capital percentage of 27.2% at October 3, 2010 is 2.8 percentage points above that for March 31, 2010, and 1.2 percentage points below that for the prior year quarter.

Primary working capital increased during the six months of fiscal 2011 due to an increase in accounts receivable and inventory, partially offset by an increase in accounts payable. Trade receivables increased as a result of the increase in revenue along with moderately slower collections. We experienced a planned increase in inventory, partly in preparation for anticipated new business. Relative to recent quarterly sales, the inventory level is now similar to that of the first quarter of this fiscal year since most of the increase in inventory, excluding the impact of foreign currency translation, took place in the first quarter. Accounts payable in the six months of fiscal 2011 increased modestly with the relative increase in sales.

Primary working capital and primary working capital percentages at October 3, 2010, March 31, 2010 and September 27, 2009 are computed as follows:

(In Millions)

<b>Balance At</b>	<b>Trade Receivables</b>	<b>Inventory</b>	<b>Accounts Payable</b>	<b>Total</b>	<b>Quarter Revenue Annualized</b>	<b>Primary Working Capital %</b>
October 3, 2010	\$ 418.5	\$ 302.0	\$ (206.5)	514.0	\$ 1,891.4	27.2%
March 31, 2010	383.6	254.4	(198.3)	439.7	1,802.1	24.4%
September 27, 2009	351.6	227.9	(162.1)	417.4	1,469.2	28.4%

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## [Table of Contents](#)

Investing activities used cash of \$25.7 million in the six months of fiscal 2011, compared to cash used of \$22.8 million in the comparable period in fiscal 2010. This increase was primarily due to the increase in capital expenditures, which were \$24.3 million in the six months of fiscal 2011, compared to \$19.8 million in the comparable period of fiscal 2010. Acquisitions accounted for cash of \$1.5 million and \$4.2 million in the six months of fiscal 2011 and 2010, respectively.

Financing activities utilized cash of \$11.8 million in the six months of fiscal 2011, primarily reflecting payments of long-term debt of \$19.6 million, partially offset by the exercise of stock options and the related tax benefits that contributed \$7.5 million. Financing activities used cash of \$11.0 million in the six months of fiscal 2010, reflecting the scheduled payments of long-term debt and short term repayments of \$12.8 million, partially offset by the exercise of stock options and the related tax benefits totaling \$2.0 million.

As a result of the above, total cash and cash equivalents decreased by \$28.0 million to \$173.0 million in the six months of fiscal 2011 compared to an increase of \$55.8 million to \$219.0 million in the comparable period of fiscal 2010.

All obligations under our U.S. credit agreement are secured by, among other things, substantially all of our U.S. assets. Our U.S. credit agreements contain various covenants which, absent prepayment in full of the indebtedness and other obligations, or the receipt of waivers, limit our ability to conduct certain specified business transactions, buy or sell assets out of the ordinary course of business, engage in sale and leaseback transactions, pay dividends and take certain other actions. There are no prepayment penalties on loans under the \$350 million senior secured credit facility.

We are in compliance with all covenants and conditions under our credit agreements. Since we believe that we will continue to comply with these covenants and conditions, we believe that we have adequate availability of funds to meet our cash requirements. See Note 8 to the Consolidated Financial Statements included in our 2010 Annual Report on Form 10-K for a detailed description of debt.

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[Table of Contents](#)

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

***Market Risks***

Our cash flows and earnings are subject to fluctuations resulting from changes in interest rates, foreign currency exchange rates and raw material costs. We manage our exposure to these market risks through internally established policies and procedures and, when deemed appropriate, through the use of derivative financial instruments. Our policy does not allow speculation in derivative instruments for profit or execution of derivative instrument contracts for which there are no underlying exposures. We do not use financial instruments for trading purposes and are not a party to any leveraged derivatives. We monitor our underlying market risk exposures on an ongoing basis and believe that we can modify or adapt our hedging strategies as needed.

***Interest Rate Risks***

We are exposed to changes in variable U.S. interest rates on borrowings under our credit agreements. On a selective basis, from time to time, we enter into interest rate swap agreements to reduce the negative impact that increases in interest rates could have on our outstanding variable rate debt. At October 3, 2010 and March 31, 2010, such agreements effectively convert \$170.0 million of our variable-rate debt to a fixed-rate basis, utilizing the three-month LIBOR, as a floating rate reference. Fluctuations in LIBOR and fixed rates affect both our net financial investment position and the amount of cash to be paid or received by us under these agreements. The following commentary provides details for the outstanding interest rate swap agreements:

In October 2005, we entered into interest rate swap agreements to fix interest rates on \$75.0 million of floating rate debt through December 22, 2010. The fixed rates per year plus an applicable credit spread began December 22, 2005, and were 4.25% during the first year, 4.525% the second year, 4.80% the third year, 5.075% the fourth year, and 5.47% in the fifth year. In connection with the issuance of \$172.5 million aggregate principal amount of Convertible Notes and the repayment of a portion of the senior secured Term Loan B, in May 2008, we terminated \$30.0 million of these interest rate swap agreements at a loss of \$1.2 million.

In August 2007, we entered into interest rate swap agreements, which became effective in February 2008, to fix interest rates on \$40.0 million of floating rate debt through February 22, 2011, at 4.85% per year.

In November 2007, we entered into interest rate swap agreements which became effective in May 2008, to fix interest rates on \$40.0 million of floating rate debt through May 7, 2013, at 4.435% per year.

In December 2007, we entered into \$45.0 million of interest rate swap agreements, which became effective in February and May 2008, to fix the interest rates on \$20.0 million of floating rate debt through February 22, 2013, at 4.134% per year, and to fix the interest rates on \$25.0 million of floating rate debt through May 7, 2013, at 4.138% per year.

A 100 basis point increase in interest rates would increase interest expense by approximately \$0.2 million on the non-hedged variable rate portions of our debt.



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## [Table of Contents](#)

### *Commodity Cost Risks—Lead Contracts*

We have a significant risk in our exposure to certain raw materials. Our largest single raw material cost is for lead, for which the cost remains volatile. In order to hedge against increases in our lead cost, we have entered into contracts with financial institutions to fix the price of lead. A vast majority of such contracts are for a period not extending beyond one year. We had the following contracts outstanding at the dates shown below:

Date	\$'s Under Contract (in millions)	# Pounds Purchased (in millions)	Average Cost/Pound	Approximate % of Lead Requirements <sup>(1)</sup>
October 3, 2010	\$ 37.2	41.7	\$ 0.89	9%
March 31, 2010	\$ 60.7	63.4	\$ 0.96	17%
September 27, 2009	\$ 44.1	45.9	\$ 0.96	13%

(1) Based on approximate annual lead requirements for the periods then ended.

For the remaining two quarters of this fiscal year, we believe approximately 58% of the cost of our lead requirement is known. This takes into account the hedge contracts in place at October 3, 2010, lead purchased by October 3, 2010 that will be reflected in future costs under our FIFO accounting treatment, and the benefit from our lead tolling program.

We estimate that a 10% increase in our cost of lead would increase our cost of goods sold by approximately \$13 million or 3% of net sales based on revenue and costs in the second quarter of fiscal 2011.

### *Foreign Currency Exchange Rate Risks*

We manufacture and assemble our products primarily in Bulgaria, China, the Czech Republic, France, Germany, Mexico, Poland, the United Kingdom and the United States. Approximately 60% of our sales and expenses are transacted in foreign currencies. Our sales revenue, production costs, profit margins and competitive position are affected by the strength of the currencies in countries where we manufacture or purchase goods relative to the strength of the currencies in countries where our products are sold. Additionally, as we report our financial statements in U.S. dollars, our financial results are affected by the strength of the currencies in countries where we have operations relative to the strength of the U.S. dollar. The principal foreign currencies in which we conduct business are the euro, Swiss franc, British pound, Polish zloty, Chinese renminbi and Mexican peso.

We quantify and monitor our global foreign currency exposures on a regular basis. Periodically, we will enter into foreign currency forward contracts and option contracts to reduce our impact from the volatility of currency movements. Based primarily on statistical currency correlations on our estimated exposures in fiscal 2011, we are confident that the pretax effect on annual earnings of changes in the principal currencies in which we conduct our business would not be in excess of approximately \$10 million in more than one year out of twenty years.

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## Table of Contents

Our largest exposure is from the purchase and conversion of U.S. dollar-based lead costs into local currencies in Europe. Additionally, we have currency exposures from intercompany trade transactions. To hedge these exposures, we have entered into forward contracts with financial institutions to fix the value at which we will buy or sell certain currencies. Each contract is for a period not extending beyond one year. As of October 3, 2010 and March 31, 2010, we had contracts outstanding of \$62.9 million and \$64.2 million, respectively, as follows:

Transactions Hedged	October 3, 2010			March 31, 2010		
	\$US Equivalent (in millions)	Average Rate Hedged	Approximate % of Annual Requirements (1)	\$US Equivalent (in millions)	Average Rate Hedged	Approximate % of Annual Requirements (1)
Sell euros for U.S. dollars	\$ 16.6	\$/€ 1.25	16%	\$ 25.6	\$/€ 1.37	18%
Sell euros for Polish zloty	30.6	PLN/€ 4.05	45%	30.5	PLN/€ 4.11	52
Sell euros for British pounds	10.5	€/£ 0.84	45%	8.1	€/£ 0.89	46
Sell U.S. dollars for Chinese renminbi	2.0	¥/\$ 6.75	14%	—	—	—
Other	3.2			—		
Total	<u>\$ 62.9</u>			<u>\$ 64.2</u>		

(1) Based on the fiscal year currency requirements.

Foreign exchange translation adjustments are recorded in the Consolidated Condensed Statements of Comprehensive Income.

Based on changes in the timing and amount of interest rate and foreign currency exchange rate movements and our actual exposures and hedges, actual gains and losses in the future may differ from our historical results.

#### ITEM 4. CONTROLS AND PROCEDURES.

(a) Disclosure Controls and Procedures. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.

(b) Internal Control Over Financial Reporting. There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II—OTHER INFORMATION**

**Item 1. Legal Proceedings**

From time to time, we are involved in litigation incidental to the conduct of our business. We do not expect that any of this litigation, individually or in the aggregate, will have a material adverse effect on our financial condition, results of operations or cash flow.

**Item 1A. Risk Factors**

In addition to the other information set forth in this Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended March 31, 2010, which could materially affect our business, financial condition or future results.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

*Purchases of Equity Securities by the Issuer and Affiliated Purchasers*

The following table summarizes the number of common shares we purchased from participants in our equity incentive plans. As provided by such plans, vested options outstanding may be exercised through surrender to the Company of option shares or vested options outstanding under the Plan to satisfy the applicable aggregate exercise price (and any withholding tax) required to be paid upon such exercise.

**Purchases of Equity Securities**

<b>Period</b>	<b>(a) Total number of shares (or units) purchased</b>	<b>(b) Average price paid per share (or unit)</b>	<b>(c) Total number of shares (or units) purchased as part of publicly announced plans or programs</b>	<b>(d) Maximum number (or approximate dollar value) of shares (or units) that may be purchased under the plans or programs</b>
July 5 – August 1, 2010	296	\$ 24.22	—	—
August 2 – August 29, 2010	—	—	—	—
August 30 – October 3, 2010	4,450	24.13	—	—
<b>Total</b>	<b>4,746</b>	<b>\$ 24.14</b>	<b>—</b>	<b>—</b>

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[Table of Contents](#)

**Item 6. Exhibits**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
3.1	Fifth Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Amendment No. 3 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 13, 2004).
3.2	Bylaws (incorporated by reference to Exhibits 3.2 to Amendment No. 3 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 13, 2004).
4.1	2004 Securityholder Agreement (incorporated by reference to Exhibit 4.2 to Amendment No. 4 to EnerSys' Registration Statement on Form S-1 (File No. 333-115553) filed on July 26, 2004).
4.2	Consent to Waiver dated as of November 1, 2007, between EnerSys, Morgan Stanley Dean Witter Capital Partners IV, L.P. and MSDW IV 892 Investors, L.P. (incorporated by reference to Exhibit 4.2 to EnerSys Annual Report on Form 10-K (File No. 001-32253) filed on June 11, 2008).
4.3	Consent to Waiver dated as of February 2, 2008, by and between Morgan Stanley Dean Witter Capital Partners IV, L.P., MSDW IV 892 Investors, L.P. and EnerSys. (incorporated by reference to Exhibit 4.3 to EnerSys Annual Report on Form 10-K (File No. 001-32253) filed on June 11, 2008).
10.1	Form Severance Agreement (filed herewith)
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act of 1934 (filed herewith).
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document



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[Table of Contents](#)

**EnerSys**

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[Date]

[Name]  
[Street Address]  
[City], [State] [Zip Code]

Re: Severance Agreement

Dear [Name]:

EnerSys (the "Company") considers it essential and in the best interests of its stockholders to foster the continuous employment of key management personnel. In this regard, the Board of Directors of the Company (the "Board") recognizes that the possibility of a termination of employment related to a change in control of the Company may exist and that such possibility, and the uncertainty and questions that it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders.

The Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's senior management, including you, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a termination of employment.

In order to induce you to remain in the employ of the Company, the Company agrees that you will receive the severance benefits set forth in this letter agreement (the "Agreement") in the event your employment with the Company is terminated under the circumstances described below.

1. ***Term of Agreement.***

1.1 The term of this Agreement will commence on the date above (the "Effective Date") and will continue for a period of three (3) years thereafter. Commencing on the third anniversary of the Effective Date and on each anniversary thereafter ("Anniversary Date"), this Agreement will automatically be renewed for one (1) additional year beyond the term otherwise established, unless one party provides written notice to the other party, at least one (1) year in advance of an Anniversary Date, of its intent not to renew this Agreement for an additional one year term. Nothing in this provision will preclude termination as otherwise provided or permitted under this Agreement. Notwithstanding the foregoing, if a Change in Control occurs after the Effective Date and during the term of this Agreement, this Agreement will continue in effect for a limited period of two (2) years after the date of such Change in Control, unless terminated sooner in accordance with this Agreement.

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1.2 You acknowledge that your employment with the Company constitutes "at-will" employment and that, because you are an at-will employee, either you or the Company may terminate your employment at any time, upon written notice of termination within a reasonable period of time before the effective date of the termination, subject to the procedures and consequences set forth in this Agreement.

**2. Severance Benefits.**

2.1 **Termination by the Company without Cause or by You with Good Reason in connection with a Change in Control:** If your employment hereunder is terminated by the Company other than for death, disability, or Cause or by you for Good Reason, in each case (i) during the six (6) month period prior to a Change in Control and it is reasonably demonstrated by you that your termination of employment was at the request of a third party who has taken steps reasonably calculated to effect a Change in Control or otherwise arose in connection with or anticipation of a Change in Control or (ii) on or within twenty-four (24) months after a Change in Control (such time periods, the "Protection Period"), you will be entitled to receive:

- a. A lump sum cash payment within sixty (60) days following your termination of employment equal to your annual base compensation then in effect (or immediately prior to any reduction resulting in a termination for Good Reason);
- b. For a period of one (1) year following your termination, you and your beneficiaries will remain eligible to participate, on the same terms and conditions as apply from time to time to the Company's senior management generally, in the health, vision and dental programs of the Company; provided, however, that such eligibility will cease at such time as you become eligible to participate in comparable programs of a subsequent employer; and further provided that the Company will have no obligation to continue to maintain during such period any plan or program, solely as a result of the provisions of this Agreement; and further provided that if you are precluded from participating in any such plan or program by its terms or applicable law, you will receive a dollar amount equal to the cost (estimated in good faith by the Company) of obtaining such benefits, or substantially similar benefits, within thirty (30) days following the date of your termination;
- c. Immediate and full vesting of any unvested and outstanding equity awards granted to you, payable pursuant to the terms of any plan or other agreement under or pursuant to which any such equity awards were granted; provided that to the extent the benefits provided under this paragraph conflict with the terms of any such plan or agreement, the terms of such plan or agreement will control; and



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- d. A pro-rata payment from the Company's annual incentive plan for the fiscal year in which your termination occurred, equal to the payment you would have received had you remained in the employment of the Company through the end of such fiscal year, multiplied by a fraction, the numerator of which is the number of full months elapsed from the start of such fiscal year to the date of your termination of employment, and the denominator of which is 12. Such amount, if any, will be paid at the time such award would otherwise have been paid to other participants had your employment not terminated, but in no event later than two and one-half months following the end of such fiscal year.

2.2 Good Reason: You will be considered to have terminated employment hereunder for Good Reason if such termination of employment is on account of any of the following actions by the Company, which occur during the Protection Period, without your express written consent:

- a. A reduction of ten percent (10%) or more in your annual base compensation, other than a reduction which is proportionate to a Company-wide reduction in senior management pay;
- b. Any material diminution of your positions, duties, or responsibilities;
- c. Any permanent reassignment of you to a location greater than fifty (50) miles from the location of your primary office, unless such new location is closer to your primary residence; or
- d. A material breach by the Company of its obligations under this Agreement.

Notwithstanding the foregoing, a termination by you will not be for "Good Reason," unless you have given the Company at least ten (10) business days written notice specifying the grounds upon which you intend to terminate your employment hereunder for "Good Reason" and such notice is received by the Company within ninety (90) days of the date the event of "Good Reason" occurred. In addition, any action or inaction by the Company which is remedied within thirty (30) days following such written notice will not constitute "Good Reason" for termination hereunder and will render such notice null and void.

2.3 Change in Control. Change in Control means a "Change in Control" as defined under the EnerSys 2010 Equity Incentive Plan, as such term may be amended therein from time to time.

2.4 Cause. "Cause" means any of the following events: (a) breach of your fiduciary duty to the Company or your duty of loyalty to the Company; (b) willful act of material dishonesty with respect to any material matter involving the Company; (c) theft or material misuse of Company property; (d) failure to conform in any material respect to the Company's code of conduct (i.e., the policies and procedures related to the employment of employees by the Company as set forth in an employee handbook or any similar document or as communicated to you); (e) excessive absenteeism (which will not include authorized absences for leave pursuant to the Family and Medical Leave Act, the Americans With Disabilities Act, or the Company's vacation, paid time off, or short-term disability leave plans, policies, or arrangements, or service in the uniformed services as such term is defined by the Uniformed Services Employment and Reemployment Rights Act) having a material adverse effect on Company business operations; (f) conviction of, or plea of guilty or *nolo contendere* to, a felony, any criminal charge involving moral turpitude, or illegal substance abuse charges; (g) continuing neglect of management duties and responsibilities that has a material adverse effect on the Company; (h) willful failure to timely report to the Board or direct supervisor information having a material adverse effect on Company business operations; or (i) failure to meet reasonable and achievable documented performance expectations (other than any such failure resulting from incapacity due to physical or mental illness).

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2.5 Clawback – For Cause Matters. If, within ninety (90) days after a termination of your employment that entitles you to severance benefits under Section 2, the Board becomes aware of facts that, if known during your employment, it reasonably believes would have justified termination of your employment for Cause, the Company may refrain from paying any unpaid amounts due under Section 2 or require you to promptly (but in no event less than ninety (90) days after notice to you of such determination by the Board) repay any amounts previously paid or the value of any benefits previously received under Section 2.

2.6 Accrued Benefits. Upon your termination of employment for any reason, you, or your estate, as applicable, will receive your accrued but unpaid annual base compensation and any accrued but unpaid or otherwise vested benefits under any Company benefit or incentive plan.

3. ***Best Net Benefit Limitation.***

Anything contained in this Agreement to the contrary notwithstanding, if any of the payments or benefits received or to be received by you pursuant to this Agreement (which the parties agree will not include any portion of payments allocated to the non-solicitation and non-competition provisions of Section 4 that are classified as payments of reasonable compensation for purposes of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")), when taken together with payments and benefits provided to you under any other plans, contracts, or arrangements with the Company (all such payments and benefits, the "Total Payments"), will be subject to any excise tax imposed under Code Section 4999 (together with any interest or penalties, the "Excise Tax"), then such Total Payments will be reduced to the extent necessary so that no portion thereof will be subject to the Excise Tax; provided, however, that if you would receive in the aggregate greater value (as determined under Code Section 280G and the regulations thereunder) on an after tax basis if the Total Payments were not subject to such reduction, then no such reduction will be made. To effectuate the reduction described above, if applicable, the Company will first reduce or eliminate the payments and benefits provided under this Agreement. All calculations required to be made under this Section, including the portion of the payments hereunder to be allocated to the restrictive covenants set forth in Section 4, will be made by the Company's independent public accountants, subject to the right of your representative to review the same. The parties recognize that the actual implementation of the provisions of this Section are complex and agree to deal with each other in good faith to resolve any questions or disagreements arising hereunder.

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4. ***Covenant Not to Compete; Nonsolicitation; Confidential Information; Nondisparagement.***

4.1 You agree with the Company that you will not at any time, except in performance of your obligations to the Company or with the prior written consent of the Company, directly or indirectly, reveal to any "Person" (as defined in Section 3(9) of the Employee Retirement Income Security Act of 1974, as amended) (other than the Company, or its employees, officers, directors, shareholders, or agents) or use for your own benefit any information deemed to be confidential by the Company or any of its subsidiaries or affiliates (such subsidiaries and affiliates, collectively "Affiliates") ("Confidential Information") relating to the assets, liabilities, employees, goodwill, business affairs of the Company or any of its Affiliates, including, without limitation, any information concerning past, present, or prospective customers, manufacturing processes, marketing, operating, or financial data, or other confidential information used by, or useful to, the Company or any of its Affiliates and known (whether or not known with the knowledge and permission of the Company or any of its Affiliates and whether or not at any time prior to the Effective Date developed, devised, or otherwise created in whole or in part by your efforts) to you by reason of your employment by, shareholdings in or other association with the Company or any of its Affiliates. You further agree that you will retain all copies and extracts of any written or electronic Confidential Information acquired or developed by you during any such employment, shareholding, or association in trust for the sole benefit of the Company, its Affiliates, and their successors and assigns. You further agree that you will not, without the prior written consent of the Company, remove or take from the Company's or any of its Affiliate's premises (or if previously removed or taken, you will promptly return) any written or electronic Confidential Information or any copies or extracts thereof. Upon the request and at the expense of the Company, you will promptly make all disclosures, execute all instruments and papers, and perform all acts reasonably necessary to vest and confirm in the Company and its Affiliates, fully and completely, all rights created or contemplated by this Section 4.1. The term "Confidential Information" will not include information that is or becomes generally available to the public other than as a result of a disclosure by, or at the direction of, you. Your agreements set forth in this Section 4.1 regarding Confidential Information are independent of, and in addition to, your agreements set forth in the rest of Section 4 and will not be construed either to enlarge or to contract the scope of such other agreements.

4.2 You agree with the Company that, for so long as you are employed by the Company or any of its Affiliates and continuing for the Restricted Period (as defined below), you will not, without the prior written consent of the Company, directly or indirectly, and whether as principal or investor or as an employee, officer, director, manager, partner, consultant, agent, or otherwise, alone or in association with any other Person, become involved in a Competing Business (as defined below) in the Americas, Europe, or Asia, or any other geographic area in which the Company or any of its Affiliates has engaged during such period in any of the activities which comprise a Competing Business, or in which you have knowledge of the Company's plans to engage in any of the activities which comprise a Competing Business (including, without limitation, any area in which any customer of the Company or any of its Affiliates may be located). This Section 4.2 will not be violated, however, by your investment of up to \$100,000 in the aggregate in one or several publicly-traded companies that engage in a Competing Business.

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4.3 As a separate and independent covenant, you agree with the Company that, for so long as you are employed by the Company or any of its Affiliates and continuing for the Restricted Period (as defined below), you will not in any way, directly or indirectly (except in the course of your employment with the Company and its Affiliates), for the purpose of conducting or engaging in any Competing Business, call upon, solicit, advise, or otherwise do, or attempt to do, business with any Person who is, or was, during the then most recent 12-month period, a customer of the Company or any of its Affiliates, or take away or interfere or attempt to take away or interfere with any custom, trade, business, patronage, or affairs of the Company or any of its Affiliates, or hire or attempt to hire, or otherwise engage or attempt to engage as an independent contractor or otherwise any Person who is, or was during the then most recent 12-month period, an employee, officer, representative, or agent of the Company or any of its Affiliates, or solicit, induce, or attempt to solicit or induce any Person who is an employee, officer, representative, or agent of the Company or any of its Affiliates to leave the employ of the Company or any of its Affiliates or cease their business relationship with Company or any of its Affiliates (as the case may be), or violate the terms of their contracts, or any employment arrangements, with the Company or any of its Affiliates.

4.4 For purposes of this Section 4, a "Competing Business" means a business or enterprise (other than the Company and its Affiliates) that is engaged in any or all of the design, manufacture, importing, development, distribution, marketing, or sale of:

- a. reserve power products (including, without limitation, those products used for backup power for the continuous operation of critical applications in telecommunications systems, uninterruptible power systems, or UPS, applications for computer and computer-controlled systems, and other specialty power applications, including security systems, for premium starting, lighting and ignition applications, in switchgear and electrical control systems used in electric utilities and energy pipelines, and in commercial aircraft and military aircraft, submarines, ships and tactical vehicles); and/or
- b. motive power products (including, without limitation, products used to provide power for manufacturing, warehousing, and other material handling equipment, such as electrical industrial forklift trucks, mining equipment, and diesel locomotive starting, rail car lighting, and rail signaling equipment); and/or
- c. lithium ion cells or batteries (for aerospace and defense applications, or otherwise); and/or
- d. hydrogen fuel cells; and/or
- e. any other product the Company is producing, marketing, researching, or developing at the time of your termination of employment.

"Competing Business" also includes the design, engineering, installation, or service of stationary and DC power systems, and any consulting and/or turnkey services relating thereto.

4.5 You confirm that all Confidential Information is and will remain the exclusive property of the Company and its Affiliates. All business records, papers, and documents kept or made by you relating to the business of the Company will be and remain the property of the Company and its Affiliates.

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4.6 You agree to refrain from performing any act, engaging in any conduct or course of action or making or publishing any statements, claims, allegations or assertions which have or may reasonably have the effect of demeaning the name or business reputation of the Company or any of its subsidiaries, or any of its or their employees, officers, directors, agents or advisors in their capacities as such or which adversely affects (or may reasonably be expected adversely to affect) the best interests (economic or otherwise) of any of them. Subject to the provisions of this Agreement, nothing in this Section 4.6 will preclude you from fulfilling any duty or obligation that you may have at law, from responding to any subpoena or official inquiry from any court or government agency, including providing truthful testimony, documents subpoenaed or requested or otherwise cooperating in good faith with any proceeding or investigation; or from taking any reasonable actions to enforce your rights under this Agreement in accordance with the dispute provisions specified in Section 7 hereof.

4.7 Without intending to limit the remedies available to the Company and its Affiliates, you agree that a breach of any of the covenants contained in this Section 4 may result in material and irreparable injury to the Company or its Affiliates for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Company and its Affiliates will be entitled to seek a temporary restraining order or a preliminary or permanent injunction, or both, without bond or other security, restraining you from engaging in activities prohibited by this Section 4 or such other relief as may be required specifically to enforce any of the covenants in this Section 4. Such injunctive relief in any court will be available to the Company and its Affiliates in lieu of, or prior to or pending determination in, any arbitration proceeding.

4.8 Although you and the Company consider the restrictions contained in this Section 4 to be the minimum restriction reasonable for the purposes of preserving the Company's goodwill and other proprietary rights, if a final determination is made by a court that the time or territory, or any other restriction contained in this Section 4 is an unreasonable or otherwise unenforceable restriction against you, the provisions of this Section 4 will not be rendered void, but will be deemed amended to apply as to such maximum time and territory and to such other extent as the court may determine to be reasonable.

4.9 Notwithstanding anything to the contrary in Section 2.1, in the event that you breach any of the covenants contained in this Section 4:

- a. Any remaining payments or benefits to be provided under Section 2.1 will not be paid or will cease immediately upon such breach; and
- b. The Company will be entitled to the immediate repayment of all payments and benefits provided under Section 2.1.

4.10 You agree that the covenants contained in this Section 4 may be assigned by the Company, as needed, to affect its purpose and intent and that the Company's assignee will be entitled to the full benefit of the restrictions enjoyed by the Company under the terms of these covenants.

4.11 The term "Restricted Period" means one (1) year following the termination of your employment for any reason; provided, however, that the Restricted Period will be extended by a period of time equal to any period during which you are in breach of any of the covenants set forth in this Section 4.

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5. ***Binding Effect and Benefit.***

5.1 The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure by the Company to obtain such assumption and agreement prior to the effectiveness of any such succession will constitute a material breach of this Agreement. As used in this Agreement, "the Company" means the Company as defined above and any successor to the respective business or assets of the Company as abovementioned which assumes and agrees to perform this Agreement by operation of law, or otherwise.

5.2 This Agreement will inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, heirs, distributees, devisees, and legatees. If you should die while any amount is payable to you under this Agreement if you had continued to live, all such amounts, unless otherwise provided herein, will be paid in accordance with the terms of this Agreement to your devisee, legatee, or other designee, or, if there is no such designee, to your estate.

6. ***Assignment.***

This Agreement will not be assignable by either party hereto, except as provided in Section 4.10 and by the Company to any successor in interest to the business of the Company, provided that the Company (if it remains a separate entity) will remain fully liable under this Agreement for all obligations, payments, and otherwise.

7. ***Arbitration.***

Subject to Section 4.7, any dispute or controversy arising under or in connection with this Agreement that cannot be mutually resolved by the parties hereto will be settled exclusively by arbitration in Philadelphia, Pennsylvania before one arbitrator of exemplary qualifications and stature, who will be selected jointly by you and the Company, or, if you and the Company cannot agree on the selection of the arbitrator, will be selected by the American Arbitration Association. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties hereby agree that the arbitrator will be empowered to enter an equitable decree mandating specific enforcement of the terms of this Agreement. Each party will bear its own costs, including legal fees and out-of-pocket expenses, incurred in connection with any arbitration, and the party that prevails will bear all expenses of the arbitrator.

8. ***No Mitigation or Offset.***

In the event of termination of your employment, you will be under no obligation to seek other employment and there will be no offset against any payment or benefit provided for in this Agreement on account of any remuneration or benefits from any subsequent employment that you may obtain.

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9. **Application of Code Section 409A.**

9.1 Notwithstanding anything in this Agreement to the contrary, the receipt of any benefits under this Agreement as a result of a termination of employment will be subject to satisfaction of the condition precedent that you undergo a "separation from service" within the meaning of Treas. Reg. § 1.409A-1(h) or any successor thereto. In addition, if you are deemed to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provisions of any benefit that is required to be delayed pursuant to Code Section 409A(a)(2)(B), such payment or benefit will not be made or provided prior to the earlier of (i) the expiration of the six (6) month period measured from the date of your "separation from service" (as such term is defined in Treas. Reg. § 1.409A-1(h)), or (ii) the date of your death (the "Delay Period"). Within ten (10) days following the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) will be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement will be paid or provided in accordance with the normal payment dates specified for them herein. To the extent that the foregoing applies to the provision of any ongoing welfare benefits to you that would not be required to be delayed if the premiums therefore were paid by you, you will pay the full costs of premiums for such welfare benefits during the Delay Period and the Company will pay you an amount equal to the amount of such premiums paid by you during the Delay Period within ten (10) days after the conclusion of such Delay Period.

9.2 Except as otherwise expressly provided herein, to the extent any expense reimbursement or other in-kind benefit is determined to be subject to Code Section 409A, the amount of any such expenses eligible for reimbursement or in-kind benefits in one calendar year will not affect the expenses eligible for reimbursement or in-kind benefits in any other taxable year (except under any lifetime limit applicable to expenses for medical care), in no event will any expenses be reimbursed or in-kind benefits be provided after the last day of the calendar year following the calendar year in which you incurred such expenses or received such benefits, and in no event will any right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit.

9.3 Any payments made pursuant to Section 2.1, to the extent of payments made from the date of termination through March 15th of the calendar year following such date, are intended to constitute separate payments for purposes of Treas. Reg. § 1.409A-2(b)(2) and thus payable pursuant to the "short-term deferral" rule set forth in Treas. Reg. § 1.409A-1(b)(4); to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Treas. Reg. § 1.409A-2(b)(2) made upon an involuntary termination from service and payable pursuant to Treas. Reg. § 1.409A-1(b)(9)(iii), to the maximum extent permitted by said provision.

9.4 To the extent it is determined that any benefits described in Section 2.1(b) are taxable to Executive, they are intended to be payable pursuant to Treas. Reg. § 1.409A-1(b)(9)(v), to the maximum extent permitted by said provision.

10. **Miscellaneous.**

10.1 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

10.2 The validity, interpretation, construction, and performance of this Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

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10.3 No waiver by you or the Company at any time of any breach of, or compliance with, any provision of this Agreement to be performed by the Company or you, respectively, will be deemed a waiver of that or any other provision at any subsequent time.

10.4 Upon any termination of employment that entitles you to payments and benefits under Section 2, you must, within prescribed time limits, execute a legally enforceable release agreement substantially in the form of Exhibit A attached hereto prior to the receipt of such payments and benefits. Any payments made to you will be paid net of any applicable withholding required under federal, state, local, or foreign law.

10.5 This Agreement is the exclusive agreement with respect to the severance benefits payable to you in the event of a termination of your employment. All prior negotiations and agreements are hereby merged into this Agreement. You acknowledge and agree that any employment agreement, offer letter, and/or any agreement regarding change in control or termination benefits, previously entered into between you and the Company is immediately null and void.

10.6 Notwithstanding the termination of this Agreement, the provisions which specify continuing obligations, compensation and benefits, and rights will remain in effect until such time as all such obligations are discharged, all such compensation and benefits are received, and no party or beneficiary has any remaining actual or contingent rights under this Agreement.

11. **Legal Fees.**

In the event of a dispute following a Change in Control, the Company, or its successor, will reimburse you for all reasonable legal fees and expenses incurred by you in attempting to obtain or enforce rights or benefits provided by this Agreement, if, with respect to any such right or benefit, you are successful in obtaining or enforcing such right or benefit (including by negotiated settlement).

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If you agree to the terms of this Agreement, please sign on the line provided below and return two signed copies to the Company. A fully executed copy will be returned to you for your files after it is signed by the Company.

Sincerely,

ENERSYS

By:

Title:

Dated:

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President and Chief Executive Officer

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Agreed to and accepted:

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[Name]

Dated: \_\_\_\_\_

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**APPENDIX A**

**FORM OF GENERAL RELEASE**

Reference is made to the Severance Agreement dated as of \_\_\_\_\_ (the "Severance Agreement"), between EnerSys, a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Executive"). Capitalized terms used herein without definition shall have the meanings assigned to them in the Severance Agreement, a copy of which is attached hereto.

**SEC 1. Mutual Release.**  
**TIO**  
**N**

(a) **General Waiver and Release.** In consideration of their respective obligations under the Severance Agreement in connection with and following the Executive's termination of employment with the Company and its affiliates, and subject to the limitations set forth in Section 2 hereof, the Company, on the one hand, does hereby release and forever discharge the Executive, and the Executive, on the other hand, does hereby release and forever discharge the Company, its present, former, and future shareholders, affiliates, direct and indirect parents, subsidiaries, successors, directors, officers, employees, agents, attorneys, heirs, and assigns (the "Company Parties" and, together with the Executive, the "Released Parties"), from any and all claims, actions, causes of action, suits, costs, controversies, judgments, decrees, verdicts, damages, liabilities, attorneys' fees, covenants, contracts, and agreements that the Executive may have against the Company Parties or the Company Parties may have against the Executive, or in the future may possess based on events occurring during the term of the Executive's employment with the Company arising out of (i) the Executive's employment relationship with or service as an employee or officer of the Company and its affiliates or the termination of such relationship or service or (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date the Executive signs this Release, with respect to each other, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974, the Family Medical Leave Act of 1993, or any other federal or state or local law or any foreign jurisdiction, whether such claim arises under statute, common law, or in equity, and whether or not any of the Released Parties are presently aware of the existence of such claim, damage, action or cause of action, suit, or demand (collectively, including claims, actions, and causes of action set forth in Section 1(b) below, the "Claims"). The Executive and the Company Parties also do forever release, discharge, and waive any right the Executive or the Company Parties may have to recover in any proceeding brought by any federal, state, or local agency against the Company Parties and the Executive, respectively, to enforce any laws. Each of the parties hereto agrees that the value received or to be received in the future as described in the Severance Agreement shall be in full satisfaction of any and all claims, actions, or causes of action for payment or other benefits of any kind that the Executive may have against the Company Parties and that the Company Parties may have against the Executive; provided, however, that nothing in this Agreement shall preclude the Company from recouping, or refusing to pay, (i) severance benefits under the Severance Agreement in accordance with Section 2.5 thereof or (ii) cash or equity incentive-based compensation paid or payable to the Executive in the event of a restatement of the Company's financial statements pursuant to applicable law or regulation or Company policy adopted consistent with applicable law or regulation.

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(b) ADEA Release. In further recognition of the above, the Executive hereby releases and forever discharges each of the Company Parties from any and all claims, actions and causes of action that the Executive may have as of the date the Executive signs and delivers to the Company this Release arising under the federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA").

**SEC 2. Limitations.**

**TIO  
N**

(a) No Impact on Obligations under the Severance Agreement or the Shareholder Agreement. The releases contained herein do not, are not intended to, and shall not be interpreted to serve as a release or waiver by the Executive or the Company Parties with respect to their respective rights and obligations set forth in the Severance Agreement. In particular, and without limiting the generality of the preceding sentence, the Executive does not waive or release any claim the Executive might now or in the future have to be paid or receive the payments and benefits provided for in Section 2 of the Severance Agreement, and the Company Parties do not waive or release any claim they might now or in the future have under Section 4 of the Severance Agreement.

(b) No Impact on Indemnification Rights. The releases contained herein do not, are not intended to, and shall not be interpreted to serve as a release or waiver by the Executive with respect to any indemnification rights the Executive may have and such indemnification rights shall not be effected, modified, or extinguished by the Executive's execution of this Release.

**SEC 3. No Pending Litigation.**

**TIO  
N**

The Executive represents and agrees that the Executive has not filed, and will not file, any action, complaint, charge, grievance, or arbitration against any Company Party, except that such agreement shall not apply to any claim based on any matter which, pursuant to Section 2, is excluded from the scope of this Release. The Company hereby represents and agrees that no Company Party has filed, and no Company Party will file, any action, complaint, charge, grievance, or arbitration against the Executive except that such agreement shall not apply to any claim based on any matter which, pursuant to Section 2, is excluded from the scope of this Release.

**SEC 4. Acknowledgment.**

**TIO  
N**

The Executive acknowledges and confirms that (i) the Executive has been advised in writing by the Company in connection with the Executive's termination to consult with an attorney of the Executive's choice prior to signing this Release and to have such attorney explain to the Executive the terms of the Release, including, without limitation, the terms relating to the Executive's release of Claims arising under ADEA; (ii) the Executive has read this Release carefully and completely and understands each of the terms hereof; and (iii) the Executive was given not less than twenty-one (21) days to consider the terms of the Release and to consult with an attorney of the Executive's choosing with respect thereto, and that for a period of seven (7) days following the Executive's signing of this Agreement, the Executive shall have the option to revoke this Agreement in accordance with the terms set forth in Section 6 below.

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**SEC 5. Successors.**

**TIO**  
**N**

The rights and obligations under this Agreement shall inure to any and all successors of the Company.

**SEC 6. Revocation.**

**TIO**  
**N**

The Executive shall have the right to revoke this Release during the seven-day period commencing immediately following the date the Executive signs and delivers this Agreement to the Company (the "Revocation Period"). The period shall expire at 5:00 p.m., Eastern Standard Time, on the last day of the seven-day period; provided, however, that if such seventh day is not a business day, the period shall extend to 5:00 p.m. on the next succeeding business day. In the event of any such revocation by the Executive, the obligations of the Company under this Release shall terminate and be of no further force and effect as of the date of such revocation. No such revocation by the Executive shall be effective unless it is in writing and signed by the Executive and received by a representative of the Company prior to the expiration of the Revocation Period.

**SEC 7. Counterparts.**

**TIO**  
**N**

This Release may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

ENERSYS

By:

\_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED:

\_\_\_\_\_  
[Name]

Dated:

**Certification of Principal Executive Officer  
Pursuant To Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act Of 1934**

I, John D. Craig, certify that:

1. I have reviewed this quarterly report on Form 10-Q of EnerSys;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

ENERSYS

By

/s/ John D. Craig

John D. Craig

Chairman, President and Chief Executive Officer

Date: November 9, 2010

**Certification of Principal Financial Officer  
Pursuant To Rule 13a-14(a)/15d-14(a) Under the Securities Exchange Act Of 1934**

I, Michael J. Schmidlein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of EnerSys;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

ENERSYS

By /s/ Michael J. Schmidlein

Michael J. Schmidlein  
Senior Vice President Finance & Chief Financial Officer

Date: November 9, 2010

**CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER  
AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18. U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of EnerSys on Form 10-Q for the quarterly period ended October 3, 2010 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of EnerSys.

ENERSYS

By /s/ John D. Craig  
John D. Craig  
Chairman, President and Chief Executive Officer

By /s/ Michael J. Schmidlein  
Michael J. Schmidlein  
Senior Vice President Finance & Chief Financial Officer

Date: November 9, 2010