

## **LIMITED WARRANTY** **FOR UPS PRODUCTS**

### **General:**

The warranties provided by EMERSON Network Power in this STATEMENT of LIMITED WARRANTY apply **ONLY** to the equipment purchased and **ONLY** to the purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business. The term "equipment" means the Liebert product, its features, conversions, upgrades and accessories, or any combination of them.

### **ONE YEAR LIMITED WARRANTY** **AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

### **PRODUCTS COVERED:**

Series 300 UPS, Series 600 UPS, Series 610 UPS, UPStation® S3 UPS, Npower™ UPS, NX UPS, NXL UPS

### **Terms of Warranty:**

As provided herein, the Liebert product from EMERSON is warranted to be free of defects in material and workmanship for a period of one year from the start-up date, provided that start-up is performed by EMERSON personnel, occurs within six (6) months of the EMERSON shipping date and the product has been stored in a suitable environment prior to start-up. The start-up date will be determined only from the completed inspection and start-up sheet provided by EMERSON to User. The product shipment date will be determined only from the EMERSON bill of lading. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, EMERSON, at its option, will furnish new or factory remanufactured parts for the repair or replacement of that portion or part.

### **Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product from EMERSON specified herein is originally installed for use (the "User"). This Warranty is not transferable or assignable without the prior written permission of EMERSON.

### **Assignment of Warranties:**

EMERSON assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Liebert product and which are assignable, but EMERSON makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### **Drawings, Descriptions:**

EMERSON warrants for the period and on the terms of the Warranty set forth herein that the Liebert product from EMERSON will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to EMERSON's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). EMERSON does not control the use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact the EMERSON provided customer response center hotline and report the problem. Subject to the limitations specified herein, an EMERSON field service representative will repair the non-conforming Liebert product warranted hereunder, without charge for materials, provided EMERSON personnel performed the start-up of the Liebert product. Unless labor warranty option is purchased, user shall bear all labor or shipping charges associated with repair or replacement of the product herein. Warranty coverage will be extended only after EMERSON's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of EMERSON.

### **Warranty Performance of Component Manufacturers:**

It is EMERSON's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, EMERSON may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in EMERSON's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

### **Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-EMERSON designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to EMERSON's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof or charges to remove or reinstall same at any premises of User.

THIS WARRANTY IS VOID if User allows any battery for the Liebert product to discharge below the minimum battery voltage cutoff point. The warranty is void if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT DESIGNED FOR USE IN THE FOLLOWING APPLICATIONS: (i) ANY NUCLEAR OR RELATED APPLICATIONS; AND (ii) LIFE SUPPORT AND PATIENT-CONNECTED AND APPLIED MEDICAL AND DENTAL APPLICATIONS.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**Limitations:**

- THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN.
- IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, EMERSON'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.
- IN NO EVENT SHALL EMERSON ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Miscellaneous:**

- NO SALESPERSON, EMPLOYEE OR AGENT OF EMERSON IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by a EMERSON officer.
- EMERSON obligations under this Warranty are conditioned upon EMERSON timely receipt of full payment of the product purchase price and any other amounts due. EMERSON reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.
- In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.
- This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.
- This Warranty represents the entire agreement between EMERSON and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.