

LIMITED WARRANTY

(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.

TWO YEAR LIMITED WARRANTY **AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

LIEBERT PRODUCTS COVERED:

The covered products are: Liebert PSS™, Liebert PowerSure™ PST, Liebert PowerSure™ PSA, Liebert PowerSure™ PSP, Liebert PowerSure™ PSI, Liebert UPStation™ GXT (mini tower models), Liebert GXT2™ (up to and including 3kVA models), Liebert GXT2™ 6000VA models, Liebert GXT2™ 10000VA models, Liebert MicroPOD™, Liebert MP™ Advanced Power Strips, and Liebert MP™ Basic Power Strips.

Terms of Warranty:

The Liebert product from EMERSON is warranted to be free of defects in material and workmanship for a period of two (2) years from the warranty start date of the product. Warranty start date shall be based on anyone of the following: 1)The startup date by EMERSON certified personnel; 2)Valid product proof of purchase date; 3)Distributor/Reseller sold date; or 4)Product shipment date by EMERSON, whichever is available upon claiming warranty. If any part or portion of the EMERSON product fails to conform to this Warranty within the Warranty period, EMERSON, at its option, will furnish new or factory remanufactured products or parts for repair or replacement.

Additionally, if the Liebert product from EMERSON should fail to operate upon initial start-up or should cease to operate within ten (10) days of start-up, EMERSON will provide User a new replacement product, subject to the limitations below, but at no cost to User for EMERSON labor or transportation charges arising from the replacement of the product, if EMERSON determines the failure of the product was due to a defect in material or workmanship.

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 from EMERSON.

Assignment of Warranties:

EMERSON assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, 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 applicable certified drawings, if any, 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 installation and 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:

Should the Liebert product from EMERSON does not function as warranted during the warranty period, or after User discovers a defect on the product, User shall contact the EMERSON provided customer response center hotline and report the problem and request a return authorization number. User will be required to present proof of purchase as evidence of warranty entitlement if the User did not register the product with EMERSON. User shall ship the defective product to EMERSON service office. Liebert products shipped to EMERSON service office without a return authorization number will be refused and returned with freight collect to User at User's expense. Products shipped by User to EMERSON service office which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, EMERSON will repair or replace, at its option, without charge for materials, subsequent to its inspection, the product shipped to EMERSON service office that conforms to this Warranty. 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. Replacement products shipped to User prior to User's shipment of the claimed defective product to EMERSON service office shall be invoiced in the full current price amount should User fail to return the claimed defective product to EMERSON service office within thirty days(30) of receipt of the replacement product. All defective products and component parts replaced under this warranty become the property off 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, failure to recharge batteries, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, corrosive atmosphere, repair by non-EMERSON

designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to EMERSON's recommendations, or in any event if the Liebert serial number has been altered, defaced, or removed.

Warranty is void if the battery is allowed to discharge below the minimum battery voltage cutoff point.

TO PREVENT SUCH DISCHARGE -

DO NOT leave the unit POWER switch ON for more than 2 days without AC power being supplied to the UPS.

The battery must be recharged every 6 months if not in use.

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

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.

THIS WARRANTY DOES NOT COVER failure caused by a product for which EMERSON is not responsible.

THE WARRANTY IS VOIDED by removal or alteration of warranty seal and/or protection labels on the equipment or its parts.

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, EXEMPLARY OR CONSEQUENTIAL 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 an 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.