

## **LIMITED WARRANTY**

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

### **General:**

Liebert Corporation ("Liebert") manufactures, in our opinion, the finest products and systems available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two-Year Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

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

### **LIEBERT PRODUCTS COVERED:**

The covered products are: Liebert PSI™, Liebert PSP™, Liebert PSA™, Liebert GXT3™, Liebert MicroPOD™, Liebert MP™ Advanced Power Strips, and Liebert MP™ Basic Power Strips, Liebert MPX™, Liebert MPH™, and Knurr DI-STRIP®.

### **Terms of Warranty:**

The Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from date of product purchase, but in no case to exceed twenty-seven months (27) from date of shipment of the product by Liebert. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured products or parts for repair or replacement.

Additionally, if the Liebert product should fail to operate upon initial Warranty Inspection or should cease to operate within ten (10) days of Warranty Inspection, Liebert will provide User a new replacement product, subject to the limitations below, but at no cost to User for Liebert labor or transportation charges arising from the replacement of the product, if Liebert 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 specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

### **Assignment of Warranties:**

Liebert 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 Liebert 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:**

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert 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:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at (800) 222-5877 and request a return authorization number. User shall ship the defective product to Liebert. Liebert products shipped to Liebert without a return authorization number will be refused and returned freight collect to User at User's expense. Products shipped by User to Liebert 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, Liebert will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. Liebert's facility, the product shipped to Liebert that does not conform to this Warranty. Replacement products shipped to User prior to User's shipment of the claimed defective product to Liebert shall be invoiced in the full current price amount should User fail to return the claimed defective product to Liebert within thirty days of receipt of the replacement product. Warranty coverage will be extended only after Liebert'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 Liebert.

**Warranty Performance of Component Manufacturers:**

It is Liebert'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, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert'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-Liebert designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Liebert'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 3 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 FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

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, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE

IN NO EVENT SHALL LIEBERT 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 LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert Officer.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other amounts due. Liebert 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 Liebert 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.