

Optional Extended Limited Compressor Warranty

Custom Thermal Management Products



Warrantor

Vertiv Corporation (referred to herein as “Vertiv”) offers the following **Optional Extended Limited Compressor Warranty against Defects in Material Components (“Warranty”)** for applicable Product.

Products Covered

- Compressors (the “Product”) contained in Vertiv Energy Labs Custom Thermal Management Products

Terms of Limited Warranty

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material components; and
- conforms to the description contained in any applicable certified drawing for such Product, to Vertiv’s final invoices, and to applicable Product brochures and manuals current as of the date of Product shipment (“Descriptions”)

The extended Warranty ends when the Warranty Period expires or when the Product is replaced, whichever occurs first. Any compressor that replaces a replaced Product is not covered by this Warranty.

Warranty Period

The Warranty Period is a period of () one () two () three or () four years after the expiration of the one (1) year limited product Warranty against defects in material and workmanship.

If any part or portion of the Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will repair or furnish new or factory remanufactured Product or parts thereof.

Who is Covered

This Warranty extends to the **original end-user** (the “User”) and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to Users who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to the User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Product and which are assignable, but Vertiv 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.

Warranty Claims Procedure and Services

Within thirty (30) days after User’s discovery of a defect, the User must contact their local Vertiv representative and provide all material information relating to such alleged defect. User shall contact Vertiv to request repair or replacement of the Product. Repair or replacement requests for products for which Vertiv performed Warranty inspection shall be directed to contact Vertiv services at (800) 543-2378 (choose the *Contact Support* option), (800) 548-4349 (select option **3**), or by emailing Vertiv-EnergyLabParts@vertiv.com. Vertiv, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Vertiv, or its representative’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 parts thereof replaced under this Warranty become the property of Vertiv.

Items Not Covered

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, improper start-up, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on-site operating conditions, repair by non-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 Vertiv recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER additional parts and accessories (these are subject to the warranties, if any, of their manufacturers), the mechanical parts and/or electrical parts accessories to the warranted piece. It does not cover motor replacement, condenser replacement, or replacement of switches, plugs, fuses, and circuit breakers, refrigerant and/or oil recharge, labor of any kind including inspection and diagnosis fees, transportation charges in connection with the replacement of the compressor, consequential damages for downtime, loss of use of the equipment, and inconvenience. It does not cover shipping costs, product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance, or service items and further, except as may be provided herein, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters and belts, are not covered by this Warranty. Warranty coverage does not extend to components provided by others.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) if the Vertiv thermal unit or the Product has been stored in an unsuitable environment after shipment, (2) if the failure is due to improper storage prior to the installation, (3) if the Product has been subjected to improper operation due to liquid slugging, improper voltage, installation into a contaminated system, (4) if the damage is due to unreasonable use and/or neglect or is caused by improper system maintenance, including failure to keep air filters clean and to maintain proper refrigerant and/or lubrication levels, (5) if the failure is incidental and/or consequential (such as due to pre-existing problems that have remained undetected until after the installation of the compressor replacement), (6) if the User continues to operate the Vertiv thermal unit or the Product after the claim has been initiated, or (7) if the Product is returned from a source other than the User or original purchaser. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv sole discretion, for late- or non-payment of the purchase price and any other amounts due to Vertiv. Warranty terms may only be modified, if at all, if in writing and signed by a Vertiv officer.

Other Limitations

THIS LIMITED 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 VERTIV PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV 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. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

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