

## LIMITED WARRANTY FOR APS™

**Warrantor:** Liebert Corporation (referred to herein as "Liebert") offers the following **Two-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

### Products Covered:

- Liebert APS™

### Terms of Limited Warranty:

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

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Liebert's final invoices, and to applicable Liebert Product brochures and manuals current as of the date of Product shipment ("Descriptions")

**Warranty Period:** a period of two (2) years from date of product shipment, which period shall expire no later than twenty-seven (27) months from the Product shipment date. Product shipment date is determined only from the bill of lading.

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 for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Liebert does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### 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 Liebert. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Liebert 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 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.

### Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact Liebert at (800) 222-5877 and provide all material information relating to such alleged defect.

In the event the Liebert Startup Service is purchased, and subject to the other limitations specified herein, a Liebert field service representative will repair the non-conforming Liebert Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Liebert's inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Liebert. 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.

In the event the Liebert Startup Service is not purchased, and subject to the other limitations herein, Liebert, in its sole discretion, shall either repair or replace defective Products as follows: A Liebert field service representative shall provide labor at no cost for the first ninety (90) days of the Warranty Period. For the remainder of the Warranty Period, for Products to be repaired, Liebert will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Liebert will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. Liebert shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### Items Not Covered:

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-Liebert 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 Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER unauthorized shipping costs, Product installation/removal costs, travel 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, arising from the replacement of the Liebert Product or any part thereof or charges to remove or reinstall same at any premises of User, 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, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, and/or (2) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Liebert is authorized to add to or vary the terms of this Warranty. Liebert retains the right to cancel the Warranty, subject to reinstatement at Liebert's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Liebert 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 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, 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.