

LIMITED WARRANTY FOR MODULAR BUSWAY



*This Warranty is given by Vertiv Corporation (referred to herein as “Vertiv”) **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser’s business.*

General

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

PRODUCTS COVERED

Liebert MB

Terms of Warranty

As provided herein, the Vertiv product is warranted to be free of defects in material and workmanship for a period of two (2) years from the date of product shipment. The shipment date will be determined only from the Vertiv bill of lading. If any part or portion of the Vertiv product fails to conform to this Warranty within the Warranty period, Vertiv, at its option, will furnish new or factory remanufactured components for replacement of that part or portion, or Vertiv may furnish User with a replacement product. Vertiv will not assume labor or shipping charges to replace the Vertiv product or any part or portion thereof.

Warranty Extends to First Purchaser for Use, Non-transferable

This Warranty is extended to the first person, firm, association or corporation for whom the Vertiv 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 Vertiv.

Assignment of Warranties

Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the Vertiv 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.

Drawings, Descriptions

Vertiv warrants for the period of this Warranty and on the terms as set forth herein that the Vertiv product will conform to the descriptions contained in applicable certified drawings, if any, Vertiv’s final invoices, and to applicable Vertiv product brochures and manuals current as of the date of product shipment (“Descriptions”). Vertiv does not control the use of any Vertiv 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, not to exceed thirty (30) days after User’s discovery of a defect, User shall contact Vertiv at 1-800-222-5877. Subject to the limitations herein, Vertiv, at its option, will arrange for a Vertiv service representative to furnish new or remanufactured parts or replace the Vertiv product. Warranty coverage will be extended only after Vertiv verifies the claimed defect and/or inspection of the Vertiv product shows no sign of misuse or treatment that would void the coverage of this Warranty. User shall bear all labor and shipping charges associated with replacement of the Vertiv product or parts. All defective products and component parts replaced under this warranty become the property of Vertiv.

Warranty Performance of Component Manufacturers

It is Vertiv’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, Vertiv may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Vertiv's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Vertiv 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, inappropriate storage prior to installation, condensing environment, corrosive atmosphere, repair by non-Vertiv 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's recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting, loss of refrigerant, 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 Vertiv product or any part thereof or charges to remove or reinstall 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 VERTIV'S HEALTHCARE APPLICATION SALES AGREEMENT. OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART 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 REPLACEMENT OF THE VERTIV PRODUCT OR VERTIV PRODUCT PARTS 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 PAID BY THE PURCHASER.

IN NO EVENT SHALL VERTIV 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 VERTIV IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified only by a writing signed by a Vertiv officer.

Vertiv obligations under this Warranty are conditioned upon Vertiv timely receipt of full payment of the product purchase price and any other charges due. Vertiv reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event any provision of this Warranty becomes invalid 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 Vertiv 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.



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