

OPTIONAL LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS

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

Products Covered:

- Liebert™ Thermal Management Products-First Year Limited Labor Warranty

Terms of Limited Warranty:

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

- Liebert, at its option, will provide labor support pursuant to the terms below.
- Liebert Warranty inspection allowance must be sold with this Warranty, and the Warranty inspection information must be submitted through the local Liebert representative to Liebert Product Support.

Warranty Period: a period of one (1) year from a valid, documented Product warranty inspection performed by Liebert personnel, which period shall expire no later than eighteen (18) months from the Product shipment date.

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 their local Liebert representative to obtain pre-authorization from Liebert Product Support and provide all material information relating to such alleged defect. User may contact Liebert at (800) 543-2378 for local Liebert representative information.

Subject to Product Warranty Inspection and the other limitations specified herein, a Liebert field service representative will repair the non-conforming Liebert Product warranted hereunder, without charge for limited 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.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, 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 shipping costs, travel costs, external circuit breaker resetting, or loss of refrigerant, maintenance or service items.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Liebert and/or its authorized representatives. 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, if 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.