

## **LIMITED WARRANTY FOR POWER CONDITIONING AND DISTRIBUTION SYSTEM PRODUCTS**

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 products and systems are in our opinion the finest 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 One 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.

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

### **LIEBERT PRODUCTS COVERED:**

Computer Isolation Transformer, Precision Power Center, Datawave® Magnetic Synthesizer, Static Transfer Switch, Static Transfer Switch 2, Static Transfer Switch 2 Power Distribution Unit, SmartSwitch®, Remote Distribution Cabinet, Expansion Cabinet, Liebert FPC, Liebert FDC

### **Terms of Warranty:**

As provided herein, the Liebert product is warranted to be free of defects in material and workmanship for a period of: (i) one year from the Warranty Inspection date provided Warranty Inspection is performed by Liebert authorized personnel, Warranty Inspection occurs within six (6) months of the Liebert shipping date, and the product has been stored in a suitable environment prior to Warranty Inspection; or (ii) in any event, a maximum of eighteen (18) months from date of product shipment by Liebert. The warranty duration shall be whichever period described in the preceding sentence expires first. The Warranty Inspection date will be determined only from the completed inspection and Warranty Inspection sheet provided to User by Liebert. The product shipment date will be determined only from the Liebert 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 parts for repair or replacement of that portion or part. If Liebert performs the Warranty Inspection service, then labor and travel costs are covered under this warranty. If Liebert does not perform the Warranty Inspection, the warranty covers parts only, and labor, travel and other costs will be charged at then-current rates.

### **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 the certified drawings, if any, applicable thereto, Liebert's final invoices, and to applicable Liebert product brochures and manuals published as of the date of product shipment ("Descriptions"). Liebert does not control the 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 1-(800) LIEBERT (543-2378). Subject to the limitations specified herein, a Liebert field service representative will repair the non-conforming Liebert product warranted hereunder, without charge for material or labor, provided Liebert personnel performed the Warranty Inspection of the Liebert product. In all other instances, User will be charged for labor performed, and associated travel expenses, at Liebert's then current rates, or User may elect to perform the necessary labor at User's own expense using materials provided by Liebert. If replacement parts or components are shipped or caused to be shipped by Liebert prior to inspection of the product claimed to be defective, the replacement part or portion shall be invoiced in the full current price amount and shipped freight collect F.O.B. the Liebert facility. 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, improper application, wrong or inadequate electrical current or connection, negligence, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, acts of nature, theft or installation contrary to Liebert's recommendations, or in any event if the Liebert serial number tag has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting 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 Liebert product 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 charges 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.