



LIMITED 2-YEAR WARRANTY CERTIFICATE

(UPS Systems – 10KVA up to 40KVA; Australian & New Zealand)

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Vertiv manufactures, in our opinion, the finest products and systems 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 Two -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.

TWO-YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

VERTIV PRODUCTS COVERED:

The covered product is Liebert **EXS™**.

Terms of Warranty:

As provided herein, the Liebert product from VERTIV is warranted to be free of defects in material and workmanship for a period of Two years from the start-up date, provided that start-up is performed by an accredited service provider (ASP), occurs within six (6) months of the shipping date and the product has been stored in a suitable environment prior to start-up. The start-up date will be determined only from the completed inspection and start-up sheet provided by VERTIV to User. The product shipment date will be 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, VERTIV, at its option, will furnish new or factory remanufactured parts for the repair or replacement of that portion or part.

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 country where it is sold. 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 and on the terms of the Warranty 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 installation and 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, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Vertiv CUSTOMER SUPPORT HOTLINE and request a return authorization number.

Subject to the limitations specified herein, Vertiv will arrange a swap and replace the non-conforming Vertiv product warranted hereunder, without charge for materials. Defective product shall be invoiced in the full current price amount should User fail to return the claimed defective product to Vertiv within thirty days (30) of receipt of the replacement product. Warranty coverage will be extended only after Vertiv'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 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, failure to recharge batteries, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, corrosive atmosphere, repair by non - Vertiv designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Vertiv's recommendations, or in any event if the Vertiv serial number has been altered, defaced, or removed.

Warranty is void if the battery is allowed to discharge below the minimum battery voltage cutoff point.

TO PREVENT SUCH DISCHARGE - DO NOT leave the unit POWER switch ON for more than 2 days without AC power being supplied to the UPS. The battery must be recharged every **6 months** if not in use.

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 LIFE CRITICAL APPLICATIONS USAGE CRITERIA CLAUSES, 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 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, 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, if at all, only by a writing signed by an Vertiv Officer.

Vertiv obligations under this warranty are conditioned upon Vertiv timely receipt of full payment of the product purchase price and any other amounts 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 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 selling Country, 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 unless the parties have both signed a contract of sale containing differing terms on warranties, in which case, the latter's warranty terms shall prevail.

Consumer Contract:

In the event that this Contract is deemed a "Consumer Contract" for the purpose of the Australian Consumer Law, the following provision shall apply notwithstanding any other provisions to the contrary: Vertiv's Goods come with guarantees that cannot be excluded under the Australian Consumer Law. Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Buyer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.