



## 1.1 Vertiv Warranty Statement

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 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

### PRODUCTS COVERED:

- Liebert & Chloride 3-Phase UPS, Static Switches and accessories
- Liebert Thermal Management Products and accessories
- Netsure DC Power Systems and accessories

### TERMS OF WARRANTY:

As provided herein, the Vertiv Product is warranted to be free of defects in material and workmanship for a period of twelve (12) months from the start-up date or eighteen (18) months from the date of delivery ex-works Australia, whichever period expires first, providing that the Product has been stored in a suitable environment prior to start-up. If any part or portion of the Vertiv Product fails to conform to the warranty within the warranty period, Vertiv, at its option will furnish new or factory remanufactured part for 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"). 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 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 manufacturer or suppliers and extends no coverage under this warranty to such components.

### 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 the certified drawings, if any, applicable thereto, and to Vertiv's final invoices, orders, proposals (as modified) and other Vertiv descriptive documents ("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 CLAIM PROCEDURE:**

Within a reasonable time, but in no case to exceed ninety (90) days, after User's discovery of a defect, the User should communicate with the person from whom the Product was purchased or at the User's option, with Vertiv directly in writing. Subject to the policy set forth in the section immediately following, Vertiv's obligation is limited to repair or replace (at its option), without charge for material, subsequent to its inspection and ex-works, any portion of materials warranted hereunder which does not conform to the characteristics of this Warranty. If replacement parts or components are shipped or caused to be shipped by Vertiv 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 ex-works, Australia. Vertiv reserves the right of requiring the return of the defective part, freight pre-paid, to establish the claim. Credit will be allowed only after Vertiv's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty.

**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. 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 and in closer proximity to the Product. In furtherance of this practice, the User may be instructed to deal directly with those third parties for certain warranty services. Of course, Vertiv is depending upon such third parties to perform the services warranted and welcomes the User's comments and regard thereto.

**ITEMS NOT COVERED BY WARRANTIES:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or voltage or water and drain services, negligence accident in transit, tampering or alteration, changed location or operating use, installation contrary to Vertiv's or component manufacturer's recommendations, or in any event if the Vertiv serial number tag has been altered, defaced or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, maintenance and service items, including but not limited to replacement of filters and belts, cleaning, lubrication, calibration and adjustment and, further, does NOT include labor, loss or replacement of refrigerant, driers or transportation charges incidental to the replacement of the Product or Compressor or any part thereof or charges to remove the same from any premises of the User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PART, OR THE CREDITING TO THE USER OF THE VALUE 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.

THESE LIABILITIES OF VERTIV ARE LIMITED SOLELY AND EXCLUSIVELY TO REPAIR OR REPLACEMENT AS SET FORTH HEREIN ALONE AND DO NOT INCLUDE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT, AND USER BY ACCEPTING THE SYSTEM WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, (a) ANY AND ALL CLAIMS FOR PUNITIVE DAMAGES AND (b) ALL CLAIMS OF NEGLIGENCE OR STRICT LIABILITY OR BOTH.

**MISCELLANEOUS:**

NO SALESMAN, EMPLOYEE OR AGENT OF VERTIV IS AUTHORIZED TO VARY THE TERMS OF THIS WARRANTY STATEMENT.

This is the Vertiv Warranty Statement in effect as of shipment and supersedes all previous warranties. It may be supplemented or changed from time to time. In the event that any provision of this Warranty should be or become invalid and / or unenforceable during the warranty periods, the remaining terms and provision hereof shall continue in full force and effect. This warranty is given in, and is intended to be construed under the laws of Australia.

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