Limited Warranty for PowerIT Products

Vertiv ("Seller") warrants that all Vertiv PowerIT Products furnished under a valid Order which are manufactured by Seller will conform to final specifications, drawings, samples, and other written descriptions approved in writing by the Seller, and will be free from defects in materials and workmanship for the warranty period set forth below. The warranty period shall run from time the Vertiv PowerIT Product is invoiced/shipped, even in the event that the Seller installs the equipment or supplies technical direction of installation by contract. Parts replaced or repaired in the warranty period shall carry the unexpired portion of the original warranty.

Warranty Coverage

The Warranty Period for Seller's Vertiv PowerIT Product is a period of five (5) years from the date of product shipment (subject to the exclusions set forth in this warranty).

The Vertiv Facility Side Cable (FSC) Product warranty is only valid when installed in a Data Center environment. Warranty is not valid when used in test, lab systems or production fixtures.

Surge Suppressed Product Warranty & Connected Equipment Warranty Coverage – Five (5) Years – maximum coverage of USD $5,000. If a Surge Suppressor becomes defective during the specific warranty period listed above, Seller will elect to either repair or replace the unit free of charge. Seller's Surge Suppressor Warranty covers damage to connected equipment by an AC power disturbance during the warranty period; Seller will elect to either repair or replace that equipment. Coverage amount will be determined by the connected equipment warranty coverage limit, and only if the surge protective device shows signs of failed AC protection circuitry. A Seller-approved testing facility must perform the testing and verification of a failed device. In the event of equipment damage, contact Customer Service for RMA instructions on returning your surge suppressor.

Warranty is voided by opening or modifying Vertiv PowerIT Products.

Scope

This Warranty extends to the original end-user. This Warranty is not transferable or assignable without the prior written permission of the Seller. This warranty may be modified only by writing signed by an officer of the Seller. Accessories supplied by Seller but manufactured by others carry any warranty the manufacturers have made to Seller, which shall be assigned to the Customer, to the extent assignable. Customer has not relied and shall not rely on any oral representation regarding the Vertiv PowerIT Product sold hereunder, and any oral representation shall not bind Seller and shall not be part of any warranty. Original proof of purchase is required to process any Return Merchant Authorization (RMA).

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Limitation of Remedy and Liability

Vertiv PowerIT Products are not life and safety certified. THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH HEREIN. IF CUSTOMER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, SELLER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL SELLER 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 VERTIV POWERIT PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

Seller will not be liable for any labor subcontracted or performed by Customer for preparation of warranted item for return to Seller's factory or for preparation work for field repair or replacement. Invoicing of Seller for labor either performed or subcontracted by Customer will not be considered as a liability by the Seller. The liability of Seller hereunder is limited to replacing or repairing at Seller's factory any part or parts which have been returned to the Seller and which are defective or do not conform to such specifications, drawings or other written descriptions; provided that such part of parts are returned by the Customer within 90 days after such defect is discovered. Seller shall have the sole right to determine if the parts are to be returned to the factory for repair or replacement. All items returned to Seller for repair or replacement must be sent freight prepaid to its factory. Customer must obtain Seller's return authorization prior to returning items. The above conditions must be met if warranty is to be valid. Seller will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the item, or for damage due to accident, abuse, or act of God. No person, including any Dealer, Agent, or Representative of Seller is authorized to assume for Seller obligation or liability other than expressly stated herein. Seller grants to end user Customer a nonexclusive, non-transferable, non-sub-licensable license to use the Seller's software when purchased. All software fees are non-refundable.

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