

# Vertiv Equipment Protection Plan

(USA and Canada)



## Not a product warranty

The Vertiv Equipment Protection Plan (“Plan”) is not a product warranty. Please refer to the applicable Vertiv Limited Warranty for information about the warranty of your Vertiv product. This Plan and its terms and conditions do not affect the terms of the applicable product warranty. The Plan applies in the 50 US states and Canada for the Vertiv™ UPS models covered under this Plan, as specified below.

## Limited guarantee

This Plan only applies to the registered End-User (“End-User”) of the UPS covered under this Plan and cannot be assigned, sold, or otherwise transferred.

## What this plan covers

During the **Warranty period of your Vertiv UPS**, and provided the conditions of this Plan are met, at Vertiv’s sole discretion, Vertiv will replace and either (a) repair (or pay for the repair thereof) or (b) reimburse End User for the fair market value\* of the equipment (in an amount not to exceed the dollar limits stated below) that was damaged by AC (120V) powerline surges or transients while it was directly and properly connected (“Connected Equipment”) to a Vertiv Uninterruptible Power Supply (UPS) covered by this Plan, if Vertiv determines that the damage was caused by the failure of the UPS product to protect against powerline surges or transients.

*\*The fair market value of the Connected Equipment will be determined by a third-party fair market value index selected by Vertiv or by our insurance provider.*

Vertiv reserves the right to evaluate and determine whether the damage to the Connected Equipment is due to a Vertiv product failure by requesting that any damaged equipment be sent to Vertiv for analysis.

This Plan is in excess of and only applies beyond any coverage for the Connected Equipment provided by other sources, including, but not limited to, any manufacturer’s warranty and any extended warranty coverage. This Plan applies to the UPS models specified below if the power in to the equipment it is protecting is using only Vertiv products, with a current warranty, to protect against power line transients. The coverage of the UPS models specified below will then be covered by this Plan.



## UPS installation and operating conditions

- The UPS must be plugged-in to a properly wired and grounded outlet. Extension cords, adapters, or other electrical connectors must not be used.
- The installation of the UPS must comply with all electrical and safety standards (as described in the National Electric Code (NEC)).
- The operating conditions of the UPS were within the normal operating limits as indicated on product labels and in product documentation.
- The UPS was not damaged by an accident, abuse, misuse, neglect, fire or other hazard.

### Vertiv UPS models covered under this plan

- Vertiv™ PowerUPS 100
- Vertiv™ PowerUPS 200
- Vertiv™ Liebert® PSI5
- Vertiv™ Liebert® GXT5 UPS

## Plan limit coverage

Provided End User satisfied and complies with the qualifications and conditions of this Plan, Vertiv will reimburse the End User (cost of repair or fair market value of the Connected Equipment) up to the following maximum lifetime Plan Limits:

Vertiv™ UPS product line	Plan limit (USD\$)
Vertiv™ PowerUPS 100	\$200,000
Vertiv™ PowerUPS 200	\$300,000
Vertiv™ Liebert® PSI5	\$400,000
Vertiv™ Liebert® GXT5	\$500,000

## What is not covered under this plan

Reimbursement under this Plan does not include:

- Reimbursement for, or reinstallation of, for software.
- Reimbursement for, or the Repair or replacement of, Vertiv UPS or any other Vertiv products.
- Damages caused to Connected Equipment by power transients on telephone, network or CATV lines or connections.
- Damages caused by:
  - Abuse, accident, misuse, neglect, fire, or other hazard
  - Incorrect installation or operation of the UPS outside of its normal operating conditions as specified on UPS labels and in product documentation
  - Unauthorized alteration, modification, or repair of the UPS
  - Incorrect storage (per product labels and documentation of the UPS prior to installation)
  - Use of non-Vertiv approved batteries or accessories
  - Any other cause beyond the range of the intended use of the UPS
- Any charges for testing, checking, removal or installation of any products or systems.
- Shipping and freight charges.
- Any and all other fees, costs, expenses, claims, damages, losses or liabilities that are otherwise excluded or disclaimed from coverage under this Plan.

This Plan is not valid if the End-User does not register the Vertiv UPS product by completing and submitting the Vertiv Product Warranty Registration Form or Card within 30 days of the purchase of the Vertiv UPS, or if Vertiv UPS model and serial number labels have been removed or altered in any way.



## Limitation of liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS PLAN, UNDER NO CIRCUMSTANCES SHALL VERTIV BE LIABLE UNDER THE TERMS OF THIS PLAN FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR MULTIPLE DAMAGES ARISING OUT OF THE USE OF THE UPS OR DAMAGE TO THE CONNECTED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, INCOME OR SAVINGS, LOSS OF USE OF THE VERTIV PRODUCT OR THE CONNECTED EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, LABOR, DOWNTIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.

## Eligibility for coverage under this plan

To be eligible for coverage under this Plan the End-User must:

- Complete and Submit the Vertiv Product Warranty Registration Form or Card within 30 days of the purchase of the UPS.
- The UPS must be within its Warranty period.
- All Connected Equipment must be UL or CSA approved.
- The UPS, at all times, must meet and satisfy the terms and conditions of this Plan, including but not limited to the “UPS Installation and Operating Conditions Requirements” specified above.
- Any Claim under this Plan must be submitted within 14 days of the date of the alleged damage to the Connected Equipment.

## Submitting an equipment protection plan claim

If all conditions for coverage outlined above have been met, please:

- Contact the Vertiv Customer Service Department and obtain an Equipment Protection Plan Return Material Authorization (EPP RMA) number.
- Vertiv will send you an EPP Claim Form that must be completed and filed within 30 days.
- Return the completed Form and the damaged Vertiv UPS to the Vertiv Claims Department.
- Include the EPP RMA Number on the equipment and package being sent back to Vertiv.
- Vertiv will evaluate the returned product for evidence of covered damage.
- Vertiv will provide a Test Report summarizing our findings.
- Depending on the findings of our analysis, Vertiv reserves the right to request that all covered Connected Equipment be sent to Vertiv for evaluation.
- If it is determined that the damage to the Connected Equipment was caused by AC powerline surges or transients and a covered failure of the Vertiv UPS, as described in this Plan, Vertiv will, at its sole discretion, authorize you to repair the equipment or will reimburse you for the fair market value of the damaged equipment, up to the Plan limits indicated above.

Vertiv reserves the right to require End User to transfer title and deliver the Connected Equipment to Vertiv if it chooses to reimburse End User for the fair market value of the Connected Equipment.

Unless modified in writing and signed by an authorized representative of Vertiv and End User, the terms of this Plan are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral and written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Vertiv or any other party is authorized to make any representations beyond those made in this agreement concerning this Plan.

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