

Limited Warranty

For Custom Thermal Management Products



Warrantor

Energy Labs, A Vertiv Company (referred to herein as “Vertiv”) offers the following **One-Year Limited Warranty Against Defects in Material and Workmanship (“Warranty”)** for applicable Product.

Products Covered

- Vertiv Custom Air-handling Products, Chillers, and any individual components (such as coils) supplied by Energy Labs as part of a larger solution (the “Product”)

Terms of Limited Warranty

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship under normal use and maintenance; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv’s final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment (“Descriptions”)

Warranty Period

A period of one (1) year from a valid, documented Product warranty inspection performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If Product warranty inspection is not performed, the Warranty Period is twelve (12) months from the date of shipment by the original end-user.

The warranty inspection form must be received and approved by Vertiv prior to commencement of any warranty coverage. The conditions of the startup must meet the requirements necessary to assure proper operation as set forth in the Vertiv Installation, Operation and Maintenance (IOM) manual. Warranty coverage does not extend to condensing units provided by others, whether installed by Vertiv or not.

Who is Covered

This Warranty extends to the original end-user (the “User”) and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, 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.

Warranty Claims Procedure and Services

Within thirty (30) days after User’s discovery of a defect, User must contact their local Vertiv representative and provide all material information relating to such alleged defect. User may contact Vertiv at (800) 543-2778 (select option **6**) or Vertiv-EnergyLabParts@vertiv.com for local Vertiv representative information.

Vertiv, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after a Vertiv or a Vertiv representative’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 parts thereof replaced under this Warranty become the property of Vertiv.

Items Not Covered

THIS WARRANTY DOES NOT EXTEND to any components not supplied by Vertiv to any products on which payment to Vertiv is in default; or to any products with defects or damage due to improper storage, installation, application, or maintenance, or subjected to abnormal operating conditions or Acts of God.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on-site operating conditions, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Vertiv’s recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, fan belts, and refrigerant, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Vertiv and/or its authorized representatives. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv’s sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Vertiv officer.

This warranty applies to parts only and Vertiv is not responsible for the costs of any labor, materials or service incurred in the removal of the defective part, or any costs associated with obtaining and installing the new or repaired part. Vertiv expressly disclaims and excludes any liability for consequential or incidental damages.

Other Limitations

THIS LIMITED 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 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, 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 PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

Additional Information

For more information and to obtain warranty performance, write or call:

Energy Labs

1695 Cactus Road, San Diego, California 92154

Attn: Service Administrator

(619) 671-0100

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