

LIMITED WARRANTY



This Warranty is given by Vertiv Corporation (referred to herein as “Vertiv”) ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser’s business.

General

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of a defect and tells you how to obtain performance under this Warranty.

FIVE YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

PRODUCTS COVERED

Panelguard Extension, LM Series Transient Voltage Surge Suppressors, Accuguide Cable, and PowerSure Panel Transient Voltage Surge Suppressors.

Terms of Warranty:

As provided herein, the Vertiv product is warranted to be free of defects in material and workmanship for a period of five (5) years from the date of product shipment from Vertiv. The shipment date will be determined only from the Vertiv bill of lading. 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 parts for repair or replacement of that part or portion.

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 fifty United States or Canada. 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 manufacturers 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 certified drawings, if any, applicable thereto, to 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.

Obtaining Performance Under This Warranty

Within a reasonable time, but in no case to exceed thirty (30) days, after User’s discovery of a defect, User shall contact Vertiv at (800)-543-2378 and request a return authorization number. User shall ship the product, with proof of purchase, to Vertiv freight prepaid. Vertiv products shipped to Vertiv without a return authorization number will be refused and returned freight collect to User at User’s expense. Vertiv products shipped by User to Vertiv which have incurred freight damage due to User’s improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, Vertiv will repair or replace, at its option, without charge for Vertiv labor or materials, subsequent to its inspection and F.O.B. Vertiv’s facility, the Vertiv product that does not conform to the Warranty. Replacement parts, components or products shipped to User prior to Vertiv’s receipt and inspection of the product claimed to be defective shall be invoiced in the full current price amount and shipped freight collect F.O.B. Vertiv’s facility. Warranty coverage will be extended only after Vertiv’s receipt of

the claimed defective product within thirty (30) days of shipment of any replacement parts, components or products, if applicable, and only if Vertiv's inspection discloses the claimed defect and the returned product shows no signs of treatment or use which 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, 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, 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. Notwithstanding the foregoing, the following Acts of God are covered: lightning-induced surges, which are transients, spikes or other sub-cycle, discontinuous events impinging on normally applied voltage as defined by reference data in the latest version of IEEE C62.41 and the Vertiv product performance specifications.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance or service items and further, except as provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Vertiv product or any part thereof or charges to remove or reinstall same at any premises of the User.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY use of the Vertiv product in combination with any electrical or electronic components, circuits, systems, assemblies, or other materials not furnished by Vertiv. Vertiv does NOT warrant the suitability for use or the results of the Vertiv product in combination with the products of others.

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 HEALTHCARE APPLICATION SALES AGREEMENT, 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, 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 in a writing signed by a 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 State of Ohio, 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.



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