

3-Year Warranty

For Dell



Thank you for your purchase of this Vertiv product.

Please read this Warranty carefully. This Warranty sets forth Vertiv Corporation's ("Vertiv") responsibility in the unlikely event of defect and tells you how to obtain performance under this Warranty.

Vertiv warrants to the first person, firm, association or corporation for whom the Vertiv product ("Product") is originally installed for use (the "User") that this Product is and will be free of defects in material and workmanship for period of 90 days from the date of purchase by the User. The User shall have the option to register this Product at any time within 90 days of the date of purchase to ensure Warranty support and access to Product updates during the 90-day Warranty period. If the User registers the Product within 90 days of purchase, the Warranty period shall be automatically extended at no additional charge to a period of 36 months from the date of original purchase. The Warranty period for government customers, and customers located in Europe, is 36 months, without a requirement to register the Product. This Warranty is not transferable or assignable without the prior written permission of Vertiv.

Any terms and conditions on the User's purchase order, order acknowledgement, or on any other form or communication that are inconsistent with or additional to the terms and conditions of this Warranty shall have no force or effect whatsoever.

Customer Remedies

Vertiv's entire liability and the exclusive remedy for a Product defect that is covered under this Warranty shall be, at Vertiv's sole option, either (a) repair of the Product, or (b) replacement of the Product with the same or a functionally equivalent product. THERE IS NO EXPRESS OR IMPLIED RIGHT OF RETURN OR RIGHT OF REFUND UNDER THE TERMS OF THIS LIMITED WARRANTY.

Advanced Replacement

Vertiv will provide Advanced Replacement services for warranty customers. If Vertiv exercises its option to proceed with Advanced Replacement of a Product, Vertiv will send a new, refurbished, or comparable model unit to you at no charge. You will be directed by Vertiv Customer Support to send your unit back to Vertiv and you will be given an RMA number. Vertiv will use reasonable efforts to same-day ship replacements for all requests received by an Vertiv regional customer support center (certain restrictions apply). Vertiv's default shipment method will be one-day delivery using a courier of our choosing. Circumstances beyond Vertiv control, such as customs, duties, tariffs and receipt mechanisms at customer locations, may affect actual delivery time. When you receive the replacement unit, you are obligated if so directed to ship your original Product, at Vertiv's expense, back to Vertiv in the same shipping box to the indicated Vertiv location with the RMA number clearly marked on the outside of the shipping box. If you do not return the original Product within fourteen (14) days from receipt of the replacement unit, you will be billed for the replacement unit at the current list price of the Product.

Product Return Policy

During the Warranty period, the User may contact Technical Support to report any concerns about defects in material or workmanship. Vertiv reserves the right to determine, at its sole discretion, that a defect in the Product may exist or does not exist. If Vertiv determines that a defect may exist, Vertiv will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Vertiv will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. Vertiv shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused. Replacement parts or Products will be covered under this Warranty for the duration of the original Warranty that applies to the original purchase.

Assignment of Warranties

Vertiv assigns to the User any warranties which are made by manufacturers and suppliers of components of, and accessories for, the 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.

Voiding Conditions

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY accident, abuse, theft, mishandling, or misapplication; power surges, exposure to the elements, or Acts of God; unauthorized modifications or repairs; use of non-Vertiv approved cabling attached to the unit; the unit being used with non-grounded or incorrectly polarized AC or DC power; accident in transit; or in any event if the Vertiv serial number has been altered, defaced or removed.

THE PRODUCT IS 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 PRODUCT MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES ONLY WHERE THE USER HAS SIGNED VERTIV'S HEALTH CARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

Disclaimer

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT, AT VERTIV'S SOLE DISCRETION 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.

VERTIV IS NOT RESPONSIBLE FOR INCIDENTAL EXPENSES SUCH AS REMOVAL/INSTALLATION SERVICES, DOWNTIME, ETC.

IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY 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, DISTRIBUTOR, RESELLER, 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 writing and signed by an Vertiv officer. This Warranty may also be extended through the purchase of Vertiv's Hardware Maintenance Agreement.

Vertiv's obligations under this Warranty are conditioned upon Vertiv's 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 the 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 Alabama, without reference to the conflict of laws principles thereof.

This Warranty, together with the Vertiv Terms and Conditions of Sale, located at www.Vertiv.com, represents the entire agreement between Vertiv and the 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.

This product may contain certain free and/or open source components. To request an open source software kit for the open source components used in this product, if any, please complete a FOSS Request Form at www.Vertiv.com/OpenSourcePolicy.

A translated version of this document is available at
www.vertiv.com/en-us/support/warranty/avocent-three-year-limited-warranty-for-dell/.

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