

Optional Limited Labor Warranty For Thermal Management Products



Warrantor

Vertiv Corporation (referred to herein as “Vertiv”) offers the following **Optional Limited Warranty Against Defects in Material and Workmanship (“Warranty”)** for applicable Product.

Products Covered

- Liebert Thermal Management Products-First Year Prime Labor Warranty

Terms of Limited Warranty

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

- Vertiv, at its option, will provide labor support pursuant to the terms below.
- Vertiv Warranty inspection allowance must be sold with this Warranty, and the Warranty inspection information must be submitted through the local Vertiv representative to Vertiv Product Support.

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

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 to obtain pre-authorization from Vertiv Product Support and provide all material information relating to such alleged defect. User may contact Vertiv at (800) 543-2378 for local Vertiv representative information.

Subject to Product Warranty inspection and the other limitations specified herein, a Vertiv field service representative will repair the non-conforming Vertiv Product warranted hereunder, without charge for labor, including appropriate troubleshooting of the Product during the Warranty Period. Warranty coverage will be extended only after Vertiv’s inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Vertiv. 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

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, external circuit breaker resetting, or loss of refrigerant, maintenance or service items.

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.

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'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, 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

Vertiv.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH, 43085, USA

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