



VERTIV™ HPL BATTERY SYSTEMS LIMITED WARRANTY

Thank you for your purchase of this Product.

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

Warrantor

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

Products Covered

Vertiv HPL Battery Modules, Packaging and Controls, Battery Cabinet Frame, and Battery Systems Assembly Parts are covered by a Three-Year Component Warranty. Vertiv HPL Battery Modules are also covered by the Battery Capacity Warranty described below.

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; 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 three (3) years from date of product shipment to end user, which period shall expire no later than thirty-nine (39) months from the Product shipment date. Product shipment date is determined only from the 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 Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered

This Warranty extends to the original end-user (the "User") only and is subject to local law. Warranty coverage may vary from country to country. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to Users that use the Product for commercial or industrial use in the ordinary course of business. Vertiv makes NO REPRESENTATIONS as to the existence, effectiveness, or extent of any warranties which may be made by manufacturers and suppliers of components of, or accessories to, the Product.

Warranty Claims Procedure and Services

Within thirty (30) days after User's discovery of a claimed defect, User must contact Vertiv at 800-543-2378 and provide all material information regarding such claimed defect. Warranty claims will be honored only after Vertiv's inspection confirms the claimed defect and reveals no signs of treatment or misuse voiding the coverage of this Warranty. Vertiv, in its sole discretion, shall either repair or replace defective Products. During the first year of the warranty period, Vertiv shall bear all labor and shipping costs for removal, shipment, and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. During the second year of the warranty period and thereafter, the user shall bear these costs. All defective Products and component parts replaced under this Warranty become the property of Vertiv.

Battery Module Capacity

Vertiv agrees that if the battery system fails to deliver 3 minutes of full-load runtime when the battery temperature is at least 25 degrees Celsius, and such failure occurs prior to the earlier of either (i) 120 months from a valid, documented Product commissioning performed by Vertiv-authorized personnel, or (ii) if commissioning is not completed within twenty (20) weeks from the manufacturing date as recognizable from the Serial Numbers of the Battery modules, twenty (20) weeks from the manufacturing date regardless of completion of commissioning, then Vertiv, at its sole option, will either (a) repair the battery at Vertiv's expense, F.O.B. Vertiv-designated repair facility, or (b) credit User for the purchase of another compatible battery.

Items Not Covered

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY improper assembly, misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate 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 Product Serial Number has been altered, defaced, or removed. Consumables (including without limitation tie wraps and electrical tape) are not covered by this Warranty.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, maintenance, or service items and further, except as may be provided herein and during the first year of the warranty, does NOT include labor costs or transportation, arising from the replacement of the 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.

THIS WARRANTY IS VOID UPON ANY ONE OR MORE OF THE FOLLOWING: (1) if the Product is stored in an unsuitable environment after Product shipment; (2) if the Product warranty inspection, start-up, and/or commissioning is performed by a person other than Vertiv and/or its authorized representatives; (3) if the User allows or causes the battery to operate outside the normal voltage and current limits provided in its specifications; or (4) the temperature histogram in the Battery Management System indicates that the average battery temperature during stand-by periods throughout its operating life exceeds 30 degrees Celsius or has recorded any sustained battery temperatures in excess of 32 degrees Celsius, excluding temperature increases which resulted from normal charging and discharging of the battery. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv's sole discretion, for late payment or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing, signed by a Vertiv officer. No other employee, salesperson, or agent of Vertiv is authorized to add to or vary the terms of this Warranty.

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, OR RELATED APPLICATIONS.

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