

LIMITED WARRANTY

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

General:

Liebert Corporation ("Liebert") manufactures, in our opinion, the finest products and systems available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two Year Warranty Against Defects in Material and Workmanship.

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

TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP

LIEBERT PRODUCTS COVERED:

The covered products are: Nfinity®, Liebert APS

Terms of Warranty:

The Liebert product is warranted to be free of defects in material and workmanship for a period of two (2) years from date of product purchase, but in no case to exceed twenty-seven months (27) from date of shipment of the product by Liebert. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will repair or replace the product or components with new or factory remanufactured products or parts for repair or replacement. Replacement parts will be covered under this warranty for the duration of the original warranty that applies to the original purchase. The Warranty is dependent on the purchase of Liebert Startup Service as described below.

Purchases made WITH Liebert Startup:

Liebert will incur all expenses for parts, shipping of parts, and labor required for product repair for a period of two (2) years from date of product purchase, but in no case to exceed twenty-seven months (27) from date of shipment of the product from Liebert.

Purchases made WITHOUT Liebert Startup:

Liebert will incur all expenses for parts, incurred shipping of parts, and labor (labor only covered for a period of 90 days) for a period of 2 years from date of startup, but in no case to exceed 27 months from date of purchase. After a period of ninety (90) days from date of startup, but in no case to exceed 120 days from date of purchase, Liebert will require a Purchase Order to cover costs of replacement parts, labor, and shipping of replacement parts. Upon receipt of a valid Purchase Order, Liebert service will dispatch the replacement parts. Upon receipt of "failed parts" by Liebert, Liebert will determine if the failure was caused by a manufacturing defect. If the determination is that a defect is present, User's Purchase Order will be voided (excluding any labor charges). If it is determined that the defect was not the result of a manufacturing defect the Purchase Order will be processed and the User will be charged for the full cost of the parts dispatched, including shipment charges.

Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert 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 Liebert.

Assignment of Warranties:

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, and accessories for, the Liebert product and which are assignable, but Liebert 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.

Drawings, Descriptions:

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the installation and use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact Liebert at (800) 543-2378 and request warranty service. If the issue cannot be remedied by phone, the procedure defined above by "TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP" will apply. All defective products and component parts replaced under this warranty become the property of Liebert

Warranty Performance of Component Manufacturers:

It is Liebert'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, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, failure to recharge batteries, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on-site operating conditions, corrosive atmosphere, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Liebert's recommendations, or in any event if the Liebert serial number has been altered, defaced, or removed.

Warranty is void if the battery is allowed to discharge below the minimum battery voltage cutoff point.

TO PREVENT SUCH DISCHARGE -

DO NOT leave the unit POWER switch ON for more than 2 days without AC power being supplied to the UPS.

The battery must be recharged every 3 months if not in use.

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

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 LIEBERT'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 LIEBERT PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE

IN NO EVENT SHALL LIEBERT 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 OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert officer.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any amounts due from User under this warranty. Liebert 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 Liebert 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.