

LIMITED FACTORY WARRANTY FOR 3 PHASE POWERWARE PRODUCTS

This Warranty applies only to units installed in the Fifty (50) United States of America. Subject to the conditions herein, *Powerware* Corporation (*Powerware*®) warrants solely to the original end-user the electronics (the "Unit") against defects in material and workmanship for a period of 12 months from the date of equipment start up or 18 months from date of receipt by end user, whichever occurs first. Should service be necessary, this warranty covers labor for the first 90 days, including travel costs, after startup, and all parts for the first 12 months.

If, in the opinion of *Powerware*, the Unit fails to meet published specifications and the defect is within the terms of this warranty, the Unit will be repaired or replaced at the option of *Powerware* with no charge for replacement parts. Labor required, to make the repairs or replacement installation, is not included under the terms of this Limited Warranty, except for labor required during the first 90 days after the date of delivery, provided that start-up, of the unit on-site, has been performed by *Powerware*. Equipment sold but not manufactured by *Powerware*, e.g., batteries and battery racks, and only the manufacturer of such equipment shall warrant this equipment and it is not included as part of this warranty agreement. Equipment repaired or replaced pursuant to this warranty will be warranted for the remaining portion of the original warranty subject to all the terms thereof.

This warranty is not valid unless an authorized *Powerware* Service Engineer performs startup and commissioning. This warranty does not apply to any Unit that has been subject to neglect, accident, abuse, misuse, misapplication, incorrect installation, or that has been subject to repair or alteration not authorized in writing by *Powerware*' personnel or performed by an authorized *Powerware* Service Engineer. Purchaser shall be invoiced for, and shall pay for, all services not expressly provided for by the terms hereof, including, without limitation, site calls involving an inspection that determines no corrective maintenance is required. THIS WARRANTY IS THE PURCHASER'S (USER'S) SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NOT OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED). In no case will *Powerware's* liability under this Warranty exceed the replacement value of the Unit warranted.

Powerware's obligation, under said warranty, is expressly conditioned upon receipt by *Powerware* of all payments due it (including interest charges, if any). During such time as *Powerware* has not received payment of any amount due to *Powerware*, in accordance with the Contract terms under which the equipment is sold, *Powerware* shall have no obligation, under said warranty; also during this time, the period of said warranty shall continue to run and the expiration of said warranty shall not be extended upon payment of the overdue amount. These limitations, to said warranty, apply even in the event that the equipment is sold initially by *Powerware* for resale to an ultimate end-user.

In no event shall *Powerware* be liable for any indirect, incidental special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. *Powerware* shall not be responsible for failure to provide service or parts due to causes beyond *Powerware's* reasonable control. This limited warranty applies only to the original end user of the unit.

This factory warranty will not be in effect if the End-User does not properly store the equipment, including the "trickle charge" of batteries, before installation, and it does not cover shipping damages if FOB Factory. Cost for replacement equipment, installation, material freight charges travel expenses and labor of *Powerware* representatives

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will be borne by the Purchaser (user). Any advice furnished the Purchaser before or after delivery in regard to use or application of *Powerware* equipment is furnished without charge and on the basis that it represents *Powerware's* best judgment under the circumstances. The use of any such advice by the Purchaser is solely and entirely at its own risk.

For comment or questions, about this Limited Factory Warranty, write to the LSG Customer Quality Representative, 3301 Spring Forest Road, Raleigh, NC 27601, or call (919) 872-3020.