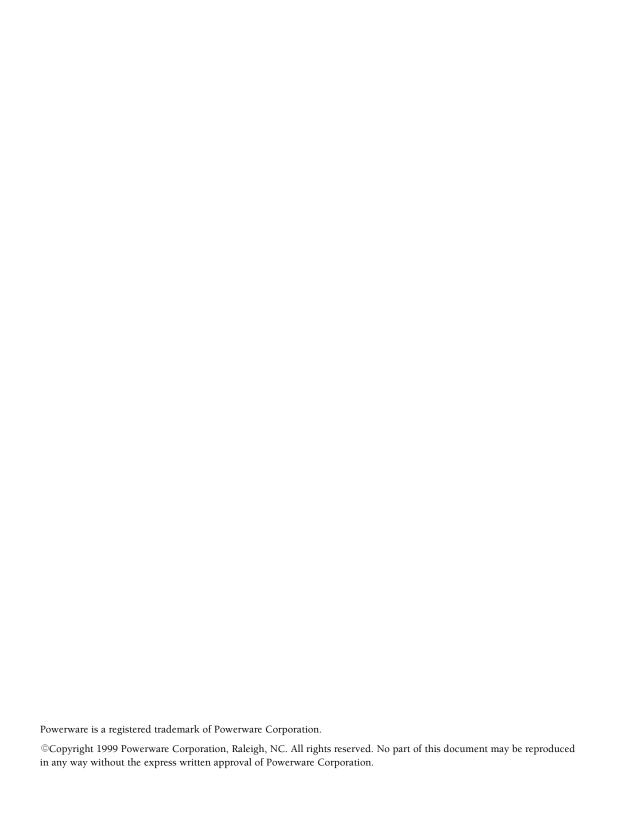


Two-Year Limited Warranty Ten-Year Pro-Rated Warranty





Two-Year Limited Warranty (US and Canada Only)

Powerware[®] Corporation warrants the electronics of the UPS to be free from defects in material and workmanship for a period of two years from Date of Purchase. If, in Powerware Corporation's opinion, the electronics fails to meet its published specifications due to a defect in material and workmanship covered by this warranty, Powerware Corporation will repair or replace the warranted Unit at no cost to the customer for parts and labor.

Equipment supplied by Powerware Corporation, but not manufactured by Powerware Corporation, is warranted solely by the manufacturer of such equipment. Powerware Corporation does not warrant equipment not manufactured by Powerware Corporation (including, for example, batteries).

This warranty does not apply to any Unit that has been subject to neglect, accident, abuse, misuse, misapplication, incorrect connection or that has been subject to repair or alteration not authorized in writing by Powerware Corporation's personnel. THIS WARRANTY IS THE PURCHASER'S (USER'S) SOLE REMEDY AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, AND THERE ARE NO OTHER EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE). In no case will Powerware Corporation's liability under this contract exceed the value of the Unit furnished.

In no event shall Powerware Corporation be liable for any indirect, incidental, special or consequential damages. Powerware Corporation shall not be responsible for failure to provide service or parts due to causes beyond Powerware Corporation's reasonable control. THIS LIMITED WARRANTY IS VOID UNLESS USER RETURNS TO POWERWARE CORPORATION THE INCLUDED WARRANTY REGISTRATION CARD WITHIN THIRTY (30) DAYS OF DELIVERY.

Any advice furnished the Purchaser (User) before or after delivery in regard to use or application of Powerware Corporation equipment is furnished without charges and on the basis that it represents Powerware Corporation's best judgement under the circumstances. The use of any such advice by the Purchaser (User) is solely and entirely at his or her own risk.

This limited warranty applies only to equipment installed in the fifty United States of America and Canada. In other countries, consult your local distributor.

Extended Service Coverage

A full complement of warranty extensions and enhancements are available from Powerware Corporation for your UPS. Information pertaining to these services should be available in the shipping container along with this manual. If not, or if you would like more information, call the Powerware Corporation **Help Desk** and ask about warranty services.

International Limited Warranty

Powerware Corporation warrants the electronics modules manufactured by Powerware Corporation ("Unit") and batteries originally packaged in the Unit or in battery packs manufactured by Powerware Corporation against defect in material or workmanship until the earlier of: (1) 18 months from date of shipment or (2) 12 months from date of initial start-up is performed by Powerware Corporation field personnel or field personnel authorized by Powerware Corporation to carry out such service efforts on its behalf and provided that, startup occurs no later that 6 months after shipment. If the unit does not function in accordance with its published specification, the user should give Powerware Corporation prompt notice thereof and if requested by Powerware Corporation, the user shall return the warranted Unit or parts thereof to the plant or service station designated by Powerware Corporation for inspection by Powerware Corporation. Any Unit which may require repair and/or replacement of parts as the result of defects in workmanship or material within the stated warranty period, will be replaced or repaired at Powerware Corporation's option without charge for replacement parts. The cost of shipment, duties or all other expenses associated with shipment of replaced items is for the account of the user.

Powerware Corporation will not be responsible or liable for work done or expense incurred in connection with repair or replacement except as expressly authorized by Powerware Corporation, Raleigh, NC in writing. If a service engineer is required, labor, at current published rates, and all travel and living expenses are for the account of the user.

Powerware Corporation does not warrant equipment not manufactured by Powerware Corporation including any battery not originally packaged with the Unit or in battery packs manufactured by Powerware Corporation. The manufacturer of all such equipment shall solely warrant that equipment and Powerware Corporation shall have no responsibility or liability thereof.

IT IS AGREED THAT POWERWARE CORPORATION, ITS PARENT COMPANY, OR ANY OF THEIR AFFILIATES, SHALL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, AND THAT THERE IS NO WARRANTY, EITHER EXPRESSED OR IMPLIED BY LAW OR THE PARTIES HERETO, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THIS WARRANTY DOES NOT COVER DAMAGE TO THE UNIT CAUSED BY MISUSE, ABUSE, NEGLECT, UNAUTHORIZED MODIFICATIONS, IMPROPER MAINTENANCE, ACCIDENTS OR OTHER ABNORMAL CONDITIONS.

Force Majeure

Powerware Corporation shall not be liable for any delays or defaults hereunder by reason of fire, floods, acts of God, labor troubles, accidents to machinery, delays of carriers or suppliers, inability of suppliers to supply, the impositions of priorities, restrictions or other acts of government, or other causes beyond its reasonable control.

This Warranty shall be governed by the laws of the State of North Carolina, U.S.A. in all respects.

Complete and return the Two-Year Limited Warranty Registration Card within 30 days and receive the

Ten-Year Pro-Rated Warranty Absolutely FREE!

Disclaimers

The warranties and guaranties below, together with Powerware Corporation's Two-Year Limited Warranty, are exclusive and in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for particular purpose.

Powerware Corporation shall not be subject to any disclaims: 1) Any other obligations or liabilities arising out of breach of contract or of warranty, 2) Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold by Powerware Corporation, or any undertakings, acts or omissions relating thereto, and 3) All consequential, incidental, and contingent damages whatsoever.

Extended Ten-Year Pro-Rated Warranty and Computer/Load Protection Guarantee

Applies *only* to original purchasers for end use in the United States and Canada who file the Warranty Registration Card within 30 days of purchase.

In addition to its standard Two-Year Limited Warranty and \$25,000 Computer/Load Protection Guarantee below, Powerware Corporation further warrants its UPS will have a service life of ten years from the date of shipment from Powerware Corporation's factory when used in accordance with the storage, handling, installation, operation, and maintenance procedures prescribed in the following section of this warranty and in the Operator's Manual. "Service life" means the UPS' ability to deliver at least 80% of it original rated backup time.

If Powerware Corporation finds that any UPS has not provided the ten-year warranted service life, Powerware Corporation will, as its sole obligation and the user's sole remedy for breach of this warranty, repair or replace the unit, at its option, F.O.B. Powerware Corporation's factory, for a charge pro-rated on the following basis. The user will be allowed a credit against the list price of equivalent equipment at the time of return to Powerware Corporation, in proportion to the percentage of the warranted service life remaining at the time of return to Powerware Corporation. (In calculating the available credit, the remaining warranted service life will be rounded up or down to the nearest whole year.) The user will be responsible to pay the balance of the list price of equivalent equipment; and Powerware Corporation reserves the right to require payment prior to delivery of the repaired or replacement equipment.

Powerware Corporation's complete warranty responsibilities are therefore summarized as follows:

Years 1-2 - Unit Repaired or Replaced Free of Charge

Years 3-10 - Credit (\$) = Current List Price X <u>Years of Unexpired Life</u>
10 Years of Warranted Life

Required Operating Conditions and Extended Ten-Year Pro-Rated Warranty Exclusions

- 1. If you plan to store the UPS or battery cabinets prior to use, store them in a cool, dry environment. Storage temperature should not exceed 95°F (35°C) in order to preserve battery life. For longer term storage, energize the UPS and battery cabinet for approximately 8 hours every 90 days in order to maintain battery charge. Whenever the units are not energized, verify that the circuit breaker on all battery cabinets is returned to the OFF (O) position.
- 2. Average annual temperature at equipment site shall not exceed 77°F (25°C).
- 3. The above warranty does not apply to units with broken or damaged enclosures, input cables or output receptacles, or to units that have been frozen or damaged due to neglect, accident, or abuse such as fire, flooding, explosives, or exposure to weather conditions.
- 4. The above warranty also does not apply to units that have been improperly installed, altered, or tampered with in any way, or if the equipment was not used under normal operating conditions and in accordance with labels and instructions.

Extended Ten-Year Pro-Rated Warranty Claims Procedure

Powerware Corporation will not accept any product for return, credit, or exchange unless expressly authorized by Powerware Corporation in writing and delivered to F.O.B. Powerware Corporation's factory. Nor will Powerware Corporation be responsible for any charges for testing, checking, removal, or installation of a warranted UPS or component part of a UPS.

All defective UPS units and parts, when returned and replaced, become the property of Powerware Corporation.

This warranty applies only to the original end user of the equipment and is nontransferable.

\$25,000 Computer/Load Protection Guarantee

For the lifetime of the original purchaser who has filed the Two-Year Limited Warranty Registration Card, Powerware Corporation promises to repair or replace (at Powerware Corporation's option) equipment (valued up to \$25,000) that is damaged by an AC power line surge, spike, or other transient when properly connected to Powerware Corporation's UPS (reimbursement for or restoration of data loss excluded). This guarantee applies only in all of the following circumstances:

- The UPS is plugged in to properly grounded and wired outlets using no extension cords, adapters, other ground wires, or other electrical connections.
- 2. The installation of the UPS complies with all applicable electrical and safety codes described by the National Electric Code (NEC).
- 3. The UPS was used under normal operating conditions and in accordance with all labels and instructions.
- 4. The UPS was not damaged by accident (other than AC power line transient), misuse, or abuse.

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