

## WARRANTY

### Two-Year Limited Warranty

UPS MODELS: 9PXM, 9170+ AND FERRUPS 4.3-18 kVA (USA AND CANADA)

**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original end-user (the "End-user") of any 9PXM, 9170 and FERRUPS 4.3-1 kVA Products (individually and collectively, the "Product") purchased on or after June 1, 2004, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.<sup>8</sup>

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twenty-four (24) months from the date of purchase for parts, or thirty (30) months from the date of shipment for parts, and ninety (90) days from the date of purchase for labor, as further clarified in the following sections.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product and battery (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Items (including by providing service, parts and labor, as applicable), at the option of Company, and such repair or replacement shall be at either the End-user's location, Company's site, or such other location as determined by Company. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company. Expenses for any labor to repair the Warranted Item beyond the initial ninety (90) days are the sole responsibility of the End-user.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** When shipment is required of End-user: When Company determines that the Warranted Item will be repaired or replaced at a Company site or such other location, and the End-user must ship to Company the defective Warranted Item, the following procedures are required.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

## WARRANTY Two-Year Limited Warranty (Cont.)

UPS MODELS: **9PXM**, 9170+ AND FERRUPS 4.3-18 kVA (USA AND CANADA)(Cont.)

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**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON- CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END- USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the USA, contact your local Eaton product sales or service representative for units purchased from those countries, or call the Customer Reliability Center in the USA at 919.845.3683 for units purchased in the USA that were shipped overseas. For comments or questions about this Warranty, write to the Customer Quality Representative, 8609 Six Forks Road, Raleigh, North Carolina 27615 USA.