

PDU PRODUCTS 2-YEAR LIMITED WARRANTY



Thank you for your purchase of this Vertiv 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.

Products Covered

The covered Products are: Knurr DI-STRIP, Liebert MPX power distribution unit and MPH2 power distribution unit.

Terms of Warranty

Vertiv ("Vertiv") warrants to the first person, firm, association or corporation for whom the Product is originally installed for use (the "User") that this Product is warranted to be free of defects in material and workmanship for a period of two (2) years from the date of the Product's purchase, but in no case to exceed twenty-seven (27) months from the date of shipment of the Product by Vertiv. If any part or portion of the Product fails to conform to the Warranty within the Warranty period, Vertiv, at its option, will furnish new or factory remanufactured Products or parts for repair or replacement.

Additionally, if the Product should fail to operate upon initial Warranty Inspection or should cease to operate within ten (10) days of the Warranty Inspection, Vertiv will provide the User with a new replacement Product, subject to the limitations below, but at no cost to the User for Vertiv labor or transportation charges arising from the replacement of the Product, if Vertiv determines the failure of the Product was due to a defect in material or workmanship.

Any terms and conditions on the User's purchase order, order acknowledgement or on any other form of communication that are inconsistent with or additional to the terms and conditions of this Warranty shall have no force or effect whatsoever.

This Warranty is extended to the first person, firm, association or corporation for whom the Product specified herein is originally installed for use (the "User") in the fifty (50) United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv.

Customer Remedies

Vertiv's entire liability and the exclusive remedy for a Product defect that is covered under this Warranty shall be, at Vertiv's sole option, either to (a) repair the Product, or (b) replace the Product with the same or a functionally equivalent Product. THERE IS NO EXPRESS OR IMPLIED RIGHT OF RETURN OR RIGHT OF REFUND UNDER THE TERMS OF THIS LIMITED WARRANTY.

Product Return Policy

Within a reasonable time, but in no case to exceed thirty (30) days, after the User's discovery of a defect, User shall contact Vertiv at (888) 793-8763 and request a return authorization number. User shall ship the defective Product to Vertiv. Products shipped to Vertiv without a return authorization number will be refused and returned freight collect to User at User's expense. Products shipped by the User to Vertiv, which have incurred freight damage due to the User's improper packaging of the Product, will not be covered by this Warranty and any repairs or replacement parts, components or Products needed will be invoiced in the full current price amount and returned freight collect to the User.

Subject to the limitations specified herein, Vertiv will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. Vertiv's facility, the Product shipped to Vertiv that does not conform to this Warranty. Replacement Products shipped to User prior to User's shipment of the claimed defective Product to Vertiv shall be invoiced in the full current price amount should User fail to return the claimed defective Product to Vertiv within thirty days (30) of receipt of the replacement Product. Warranty coverage will be extended only after Vertiv's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and component parts replaced under this warranty become the property of Vertiv.

Warranty Performance of Component Manufacturers

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

Assignment of Warranties

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

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

Voiding Conditions

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-Vertiv designated personnel, accident in transit, tampering, alterations, exposure to the elements, Acts of God, theft, installation contrary to Vertiv's recommendations, or in any event if the Vertiv 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 two (2) days without AC power being supplied to the UPS. The battery must be recharged every three (3) months if not in use.

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

Disclaimer

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT, AT VERTIV'S SOLE DISCRETION AS SET FORTH HEREIN.

IF THE 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.

VERTIV IS NOT RESPONSIBLE FOR INCIDENTAL EXPENSES SUCH AS REMOVAL/INSTALLATION SERVICES, DOWNTIME, ETC.

IN NO EVENT SHALL VERTIV 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, DISTRIBUTOR, RESELLER, OR AGENT OF Vertiv IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing and signed by a Vertiv officer. This Warranty may also be extended through the purchase of the (four) 4-year option of Vertiv's Hardware Maintenance Agreement.

Vertiv's obligations under this Warranty are conditioned upon Vertiv's timely receipt of full payment of the Product purchase price and any other amounts due. Vertiv reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to the 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 Vertiv and the 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.



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