



AMERICAN POWER CONVERSION LIMITED FACTORY WARRANTY

Three Phase Power Products or Cooling Solutions One-Year Factory Warranty¹

The limited warranty provided by American Power Conversion (APC®) in this Statement of Limited Factory Warranty applies only to products you purchase for your commercial or industrial use in the ordinary course of your business.

Terms of Warranty

American Power Conversion warrants that the product shall be free from defects in materials and workmanship for a period of one year from the date of product start-up when start-up is performed by APC authorized service personnel and occurs within six months of The APC shipment date. This warranty covers repairing or replacing any defective parts including on-site labor and travel. In the event that the product fails to meet the foregoing warranty criteria, the warranty covers repairing or replacing defective parts at the sole discretion of APC for a period of one year from the shipment date. For APC cooling solutions, this warranty does not cover circuit breaker resetting, loss of refrigerant, consumables, or preventive maintenance items. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory-remanufactured.

Non-transferable Warranty

This warranty is extended to the first person, firm, association or corporation (herein referred to by “You” or “Your”) for whom the APC product specified herein has been purchased. This warranty is not transferable or assignable without the prior written permission of APC.

Assignment of Warranties

APC will assign you any warranties which are made by manufacturers and suppliers of components of the APC product and which are assignable. Any such warranties are assigned “AS IS” and APC makes no representation as to the effectiveness or extent of such warranties, assumes no responsibility for any matters which may be warranted by

¹ To determine which factory warranty applies to the APC product you purchased, please consult the factory warranties located on the APC web site: www.apc.com/products

such manufacturers or suppliers and extends no coverage under this Warranty to such components.

Drawings, descriptions

APC warrants for the warranty period and on the terms of the warranty set forth herein that the APC product will substantially conform to the descriptions contained in the APC Official Published Specifications or any of the drawings certified and agreed to by contract with APC if applicable thereto ("Specifications"). It is understood that the Specifications are not warranties of performance and not warranties of fitness for a particular purpose.

Exclusions

APC shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further APC shall not be liable under the warranty for unauthorized attempts to repair or modify wrong or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, repair, installation, start-up by non-APC designated personnel, a change in location or operating use, exposure to the elements, Acts of God, fire, theft, or installation contrary to APC recommendations or specifications or in any event if the APC serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS SOLD, SERVICED OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HEREWITH. APC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE. APC EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, APC RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. THE WARRANTIES SET FORTH ABOVE CONSTITUTE APC SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH OF SUCH WARRANTIES. APC WARRANTIES RUN ONLY TO PURCHASER AND ARE NOT EXTENDED TO ANY THIRD PARTIES.

IN NO EVENT SHALL APC, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT,

NEGLIGENCE OR STRICT LIABILITY OR WHETHER APC HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SPECIFICALLY, APC IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUANTS, CLAIMS BY THIRD PARTIES, OR OTHERWISE.

NO SALESMAN, EMPLOYEE OR AGENT OF APC IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY AN APC OFFICER AND LEGAL DEPARTMENT.

Warranty Claims

Customers with warranty claims issues may access the APC worldwide customer support network through the APC web site: support.apc.com. Select your country from the country selection pull-down menu. Open the Support tab at the top of the web page to obtain contact information for customer support in your region.