# WARRANTY

## Limited Warranty (Global)

### UPS MODEL: BLADEUPS

**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton Corporation, an Ohio Corporation ("Eaton").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-user") of any BladeUPS Products (individually and collectively, the "Product") purchased and registered with Eaton and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-user. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for the Product is eighteen (18) months from date of Product shipment.

**WHAT THIS LIMITED WARRANTY COVERS:** Eaton 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 Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective Warranted Item (including providing service, parts and labor, as applicable), at the option of Eaton.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at an Eaton site or such other location as determined by Eaton.

If the Warranted Item is to be replaced by Eaton, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Eaton 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 Eaton receives notice of the warranty claim. In such case, the End-user must return (at Eaton's expense) the defective Warranted Item to Eaton in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Eaton. If Eaton does not receive the defective Warranted Item, Eaton 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 Eaton, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Eaton 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 Eaton receives the defective product from the End-user.

In any case, Eaton 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 re-conditioned. All Warranted Items returned to Eaton and, in any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

**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) damage caused by fire, flood, lightning, vandalism, acts of God, End-user's neglect, misuse, misapplication, incorrect connection or external damage; or that has been subject to repair or alteration by End-user (or a third party) not authorized by Eaton in writing; (d) repair or alteration not performed by an authorized Eaton Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton 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.

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

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

# WARRANTY

## Limited Warranty (Global) *(continued)*

**EATON DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY EATON. WITHOUT LIMITING THE FOREGOING, EATON 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.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY EATON WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY EATON 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 EATON'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF EATON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Eaton to comply with its obligations hereunder. In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort (including negligence or strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must register the product warranty (via mail or online at www.eaton.com/powerquality "warranty registration"); 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:** Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-user (including interest charges, if any). During such time as Eaton 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, Eaton 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 Eaton representatives outside the terms of this Warranty will be borne by the End-User.

**OBTAINING WARRANTY SERVICE:** In the United States, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the United States, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the United States at 919.870.3028. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.