WARRANTY

Eaton Corporation Load Protection Guarantee (US and Canada)

UPS MODELS: 3105, 5110, 5115, 5125, 5130, 9120, 9125, 9130, 9135, 9140, 9150, 9155, 9170+ AND FERRUPS

GUARANTOR: The Guarantor for the load protection guaranty set forth herein is Eaton Corporation, an Ohio Corporation Company ("Company").

LIMITED GUARANTY: This load protection guaranty (this "Guaranty") applies only to the original End-user (the "End-user") of any 3105, 5110, 5115, 5125, 5130, 9120, 9125, 9130, 9135, 9140, 9150, 9155, 9170+ and FERRUPS Products (individually and collectively, the "Product") and cannot be transferred. This Guaranty applies even in the event that the Product is initially sold by Company for resale to an End-User.

WHAT THIS GUARANTY COVERS: For the lifetime of the Product, Guarantor promises to repair or replace, at Guarantor's option, the equipment (valued up to the limits shown below*) that is damaged by an AC power line surge, spike or other transient when properly connected to Guarantor's uninterruptible power system ("UPS"). Reimbursement for or restoration of data loss excluded. This Guaranty applies only if all of the following circumstances arise:

1. The UPS is plugged into properly grounded and wired outlets, using no extension cords, adapters, other ground wires or other electrical connectors;
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; and
4. The UPS was not damaged by accident (other than AC power line transient), misuse or abuse.

***Cumulative Limits to be paid by Guarantor under this Load Protection Guaranty:**

$25,000 for UPS Model 3105

$150,000 for UPS Models 5110, 5115, 5125 and 5130

$250,000 for UPS Models 9120, 9125, 9130, 9135, 9140, 9150, 9155, 9170+ and FERRUPS products

WHAT THIS GUARANTY DOES NOT COVER: Any reimbursement or repair to End-user's equipment does not include reimbursement for or restoration of any data loss. This Guaranty 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 of Product; (d) repair or alteration of Product 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 to the Product 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 Guaranty is not valid: (a) unless the End-user returns to Company the Warranty Registration Card or completes the registration form on www.powerware.com/ProductRegistration within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible.

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

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. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS GUARANTY, 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 THOSE SET FORTH ABOVE.

Company shall not be responsible for failure to provide repair or replacement under this Guaranty due to causes beyond Company's reasonable control.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Guaranty, 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 Guaranty 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 Guaranty.

COSTS NOT RELATED TO GUARANTY: The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Guaranty, 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 Guaranty will be borne by the End-user.

TO MAKE A CLAIM: 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, or call the Customer Reliability Center in the USA at 919.870.3149. For comments or questions about this Load Protection Guaranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.