WARRANTY

Limited Factory Warranty For Eaton Three-phase UPS Products

THREE-PHASE PRODUCTS

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 End-user (the "End-user") of the Eaton three-phase UPS Products (the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Eaton for resale to an End-user.

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage and 90 days from the date of Product startup for labor coverage. The period covered by this Warranty for Product installed [and currently located] outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage.

WHAT THIS LIMITED WARRANTY COVERS: The warrantor warrants that the Eaton three-phase UPS electronics, Eaton-built accessories, and Eaton-built battery cabinets, (individually and collectively, the "Warranted Items") are free from 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 item (including by providing service, parts and labor, as applicable), at the option of Eaton. The Warranted Item will be repaired or replaced onsite at the End-user's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. All parts replaced 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 "trickle 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, fire, flood, lightning, vandalism, acts of God, Customer's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

This Warranty is not valid: (a) unless an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA) performs startup and commissioning of the Product; (b) if the Product is moved to a new location by someone other than an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA); or (c) 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. Labor warranty is not provided for Product located outside of the fifty (50) United States or the District of Columbia. Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty. Batteries are not warranted by Eaton.

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED).

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. 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 use the Product in a normal way; follow the Product's operators 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 to it (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 USA, call the Eaton Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the USA at 919.870.3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.