

NOTE: PLEASE READ THE TERMS OF THIS LIMITED WARRANTY CAREFULLY PRIOR TO INSTALLATION AND START-UP OF YOUR NEW MITSUBISHI UNINTERRUPTIBLE POWER SUPPLY SYSTEM. FAILURE TO FOLLOW THESE PROCEDURES MAY VOID YOUR LIMITED WARRANTY!

**UNINTERRUPTIBLE POWER SUPPLY SYSTEM
(2033A/2033C/2033D/9700/9800A/9800D SERIES)**

LIMITED WARRANTY POLICY AND PROCEDURES

1. LIMITED WARRANTY: MITSUBISHI ELECTRIC AUTOMATION, INC. (“MEAU”) warrants to the original end user that the 2033A/2033C/9700/9800A series Uninterruptible Power Supply Unit sold by MEAU (the “Product”) shall be free from defects in material and workmanship under normal use and service for a period of twenty four (24) months from the date of installation or thirty months (30) months from the date of shipment of the Product, whichever comes first, at the premises of the original end user (the “Warranty Period”). If MEAU receives notice of any defects during the Warranty Period, MEAU shall, at its option, repair or replace any defective parts, subject to the limitations and procedures described below.

A. LIMITATIONS. This Limited Warranty shall cover the Product only if all of the following conditions have been met:

- (1) If temporary on-site storage of the Product was required before installation, all prescribed storage requirements as set forth in MEAU's published storage guidelines shall have been strictly followed.
- (2) MEAU's UPS Systems Group Service Department or an MEAU Authorized Service Organization shall have inspected the installation site to determine correct application conditions and to perform any required inspections, calibrations and startup of the Product. Please contact MEAU at the number listed below to schedule startup of the Product;
- (3) This limited warranty doesn't not include travel and related costs for Products installed outside the United States. Please consult your local MEAU representative for terms and conditions.

B. EXCLUSIONS. This Limited Warranty does not cover:

- (1) System batteries/battery plant and all other peripheral products and accessories not manufactured by MEAU or the installation, operation, maintenance or service of such accessories. These items may be separately warranted by the manufacturer of the item in question;
- (2) Any Product whose serial number has been altered, defaced or removed;
- (3) Any Product which has been damaged during shipment;
- (4) Product defects caused by installation, start-up, wiring, modification, alteration, repair, service or parts replacement by anyone other than MEAU or an authorized MEAU service representative. Please contact MEAU at the number below for a list of authorized service providers in your area;
- (5) Product defects caused by inadequate maintenance, misuse, physical abuse of the Product or operation of the Product under abnormal environmental conditions or contrary to the Product's operating instructions;
- (6) Product defects caused by failure to follow the operational specifications or the handling and operational procedures prescribed in the Product Owner's Manual.
- (7) Service, repair or replacement of parts made necessary by any cause beyond MEAU's control, including, but not limited to, fire, theft, lightning, acts of God, negligence, accident, excessive physical or electrical stress or operation under abnormal environmental conditions.
- (8) Products which have been decommissioned and/or relocated from the original installation site.

C. ADDITIONAL LIMITATIONS

- (1) Parts used for replacements are warranted for the longer of 90 days or the remainder of the original Warranty Period. All defective Product parts shall be the property of MEAU upon replacement. MEAU reserves the right to make any or all changes to the Products that it may deem necessary without prior notice to customer. Replacement parts may be new or reconditioned or refurbished.
- (2) THIS LIMITED WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. MEAU SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH SHALL NOT BE APPLICABLE UNDER ANY CIRCUMSTANCES WHATSOEVER.
- (3) THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ALL PURCHASERS AND USERS OF THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL MEAU BE LIABLE FOR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL BY REASON OF ANY DEFECTIVE PRODUCTS, BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT SHALL MEAU BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID FOR ANY PRODUCT FOUND TO BE DEFECTIVE.

2. PROCEDURES

A. Please direct all inquiries to:

mitsubishi electric automation, inc.

Attention: UPS Service Department

500 Corporate Woods Parkway

Vernon Hills, Illinois 60061

Telephone: (847) 478-2100

(800) 887-7830

- B. All claims for warranty service shall be submitted to MEAU at the address listed in 2A above. Claims shall be made in writing or by telephone or fax subsequently confirmed in writing and will be considered received on the day notice is actually received by MEAU.
- C. If MEAU determines that the repair is covered under this Limited Warranty, MEAU shall repair or replace the defective part at no charge to the customer. MEAU shall advise the customer if it determines that the requested repair is not covered under this Limited Warranty. Upon customer's request, MEAU shall perform the repair at the customer's cost and expense. Repair charges shall be based on service parts price and the prevailing field service-call charges in effect at the time of repair. All repair invoices shall be paid within 30 days of invoice date. Past due invoices shall bear interest at the rate of 1.5% per month, but not in excess of the maximum lawful rate, until paid in full. Customers are responsible for all costs and expenses, including attorneys' fees, incurred by MEAU in collecting any past due invoices.

3. **EXTENDED WARRANTY:** The original end user may purchase an extension of this limited warranty for up to 36 months after the expiration of the original limited warranty. Extensions are available on new Product only (not previously placed in service) located at the site of the original end user; provided the Product has been continuously covered either by the original warranty or an extended warranty. Please contact MEAU for details prior to the expiration of your initial or extended limited warranty.

4. **MODIFICATIONS:** MEAU may modify the procedures and charges described in this Limited Warranty at any time without prior notice to customer. No modification, waiver or alteration of any of the provisions of this Limited Warranty by customer shall be binding upon MEAU, unless made in writing and signed by a duly authorized officer of MEAU.

5. **GOVERNING LAW:** This Limited Warranty shall be subject to and construed solely in accordance with the laws of the United States of American and the State of Illinois, without regard to its principles of conflicts of law. The parties specifically negate and disclaim the applicability of the United Nations Convention on the International Sale of Goods to this Limited Warranty or any transaction or dispute arising hereunder.