

mitsubishi electric power products, inc.
UNINTERRUPTIBLE POWER SUPPLY LIMITED WARRANTY
POLICY AND PROCEDURES

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!

1. LIMITED WARRANTY: MITSUBISHI ELECTRIC POWER PRODUCTS, INC. ("MEPPI") warrants to the original end user that the Uninterruptible Power Supply Unit sold by MEPPI (the "Product") shall be free from defects in material and workmanship under normal use and service for the Warranty Period (as defined). If MEPPI receives notice of any defects during the Warranty Period, MEPPI shall, at its option, repair or replace any defective parts, subject to the limitations and procedures described below. The "Warranty Period" for Three-Phase Uninterruptible Power Supply Units (excluding 9900 Series) and for Single-Phase Uninterruptible Power Supply Units (rated 6kVA - 12kVA) shall be 24 months from the date of installation or 30 months from the date of shipment of the Product, whichever comes first. The "Warranty Period" for the 9900 Series units shall be 36 months from the date of installation or 42 months from the date of shipment of the Product, whichever comes first.

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 MEPPI's published storage guidelines shall have been strictly followed.
- (2) In the case of Three-Phase Uninterruptible Power Supply Units - MEPPI's UPS Division's Service Department or a MEPPI 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. Contact MEPPI at the number listed below to schedule startup of the Product.
- (3) This limited warranty does not include travel and related costs for Products installed outside the United States. Consult your local MEPPI 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 MEPPI (including components or software) 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 except by MEPPI or an authorized MEPPI service representative. Contact MEPPI 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, accident, excessive stress 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 MEPPi'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 MEPPi upon replacement. MEPPi 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 MEPPi MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER. MEPPi SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH SHALL NOT BE APPLICABLE UNDER ANY CIRCUMSTANCES WHATSOEVER. MEPPi SHALL HAVE NO RESPONSIBILITY FOR ANY PARTICULAR APPLICATION MADE OF THE PRODUCT.
- (3) THIS LIMITED WARRANTY SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ALL PURCHASERS AND USERS OF THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL MEPPi 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 STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL MEPPi BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID FOR ANY PRODUCT FOUND TO BE DEFECTIVE.

2. PROCEDURES

A. Direct all inquiries to:

MITSUBISHI ELECTRIC POWER PRODUCTS, INC.
Attention: UPS Division Service Department
530 Keystone Drive
Warrendale, PA 15086
Telephone: (724) 778-2555
(800) 887-7830

- B. All claims for warranty service shall be submitted to MEPPi 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 MEPPi. Prior to shipping any Product to MEPPi a pre-assigned return product authorization number ("RPA") must be obtained from the Customer Service Division or Technical Service Department. Any item received by MEPPi without an RPA will not be accepted and will be returned to sender at sender's expense. Defective Product must be delivered to the location authorized by MEPPi upon issuance of the RPA no later than 30 days from the date of RPA issuance for a determination by MEPPi as to the application of this Limited Warranty.
- C. If MEPPi determines that the repair is covered under this Limited Warranty, MEPPi shall repair or replace the defective part at no charge to the customer. MEPPi shall advise the customer if it determines that the requested repair is not covered under this Limited Warranty. Upon customer's request, MEPPi 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 MEPPi in collecting any past due invoices.

3. EXTENDED WARRANTY: The original end user of Three-Phase Uninterruptible Power Supply Units 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. Contact MEPPI for details prior to the expiration of your initial or extended limited warranty.

4. MODIFICATIONS: MEPPI 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 MEPPI, unless made in writing and signed by a duly authorized officer of MEPPI.

5. GOVERNING LAW: This Limited Warranty shall be subject to and construed solely in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The parties specifically disclaim the applicability of the United Nations Convention on the International Sale of Goods, as amended, and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, to this Limited Warranty or any transaction or dispute arising hereunder.