



**SCHNEIDER ELECTRIC IT CORPORATION
LIMITED FACTORY WARRANTY**

**Lithium Ion Battery Products
Three-Year Factory Warranty**

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Lithium Ion Battery Products Three-Years Factory Warranty

The limited warranty provided by Schneider Electric IT Corporation (SE IT) in this Statement of Limited Factory Warranty applies only to Lithium Ion Battery products you purchase for your commercial or industrial use in the ordinary course of your business.

Terms of Warranty

SE IT warrants that the product shall be free from defects in materials and workmanship for a period of three years from the date of product start-up when start-up is performed by SE IT authorized service personnel and occurs within six months of the SE IT shipment date. This warranty covers repairing or replacing any defective parts including on-site labor and travel. If the product fails to meet the foregoing warranty criteria, the warranty covers repairing or replacing defective parts at the sole discretion of SE IT for a period of three years from the shipment date. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory-remanufactured.

Non-transferable Warranty

This warranty is extended to the first person, firm, association or corporation (herein referred to by “You” or “Your”) for whom the SE IT product specified herein has been purchased. This warranty is not transferable or assignable without the prior written permission of SE IT.

Assignment of Warranties

SE IT will assign you any warranties which are made by manufacturers and suppliers of components of the SE IT product and which are assignable. Any such warranties are assigned “AS IS” and SE IT makes no representation as to the effectiveness or extent of such warranties, assumes no responsibility for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components.

Drawings, descriptions

SE IT warrants for the warranty period and on the terms of the warranty set forth herein that the SE IT product will substantially conform to the descriptions contained in the SE IT Official Published Specifications or any of the drawings certified and agreed to by contract with SE IT if applicable thereto (“Specifications”). It is understood that the Specifications are not warranties of performance and not warranties of fitness for a particular purpose.

Exclusions

SE IT shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further SE IT shall not be liable under the warranty for (i) normal wear-and-tear, (ii) unauthorized attempts to repair or modify, (iii) wrong or inadequate electrical voltage or connection, (iv) inappropriate on-site operation conditions, (v) corrosive atmosphere, (vi) repair, installation, or start-up by non-SE IT designated personnel when such repair, installation or start-up directly or indirectly caused the alleged defect, (vii) a change in location or operating use, (viii) exposure to the elements, (ix) Acts of God, (x) fire, (xi) theft, or (xii) installation contrary to SE IT recommendations or specifications or in any event if the SE IT serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

EXCEPT FOR THOSE STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW, ANY COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, FOR ANY PRODUCTS SOLD, SERVICED OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HEREWITH. SE IT DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SE IT EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, SE IT RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS.

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IN NO EVENT SHALL SE IT, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SE IT HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, SE IT IS NOT LIABLE FOR ANY LOST PROFITS OR REVENUE, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODS, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OR CORRUPTION OF DATA, COSTS OF SUBSTITUANTS, CLAIMS BY THIRD PARTIES, ANY COSTS OR OTHERWISE.

NO SALESMAN, EMPLOYEE OR AGENT OF SE IT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY A SE IT OFFICER.

Warranty Claims

Customers with warranty claims issues may access the SE IT worldwide customer support network through the SE IT website: support.apc.com. Select your country from the country selection pull-down menu. Open the Support tab at the top of the web page to obtain contact information for customer support in your region.