



**SCHNEIDER ELECTRIC IT BUSINESS DIVISION**  
**LIMITED FACTORY WARRANTY**  
**FOR COOLING PRODUCTS**

**Cooling products Factory Warranty<sup>1</sup>**

This limited factory warranty (“Warranty”) provided by Schneider Electric IT business division (“SE IT”) applies only to products you purchase for your commercial or industrial use in SE IT catalogue (excluding products in phase out). This Warranty applies to products manufactured by the following factories: Uniflair Sp.A. located in Conselve – Italy, Schneider Electric IT Business India Pvt Ltd, located in Banagalore – India, Uniflair Zhuhai Ltd, located in Zhuhai, China and Schneider Electric IT Corporation, located in Costa Mesa, CA- USA, belonging to SE IT. To determine which factory manufactured the SE IT product you purchased, and which is therefore deemed to have issued this Warranty, please consult the data plate located on board the unit.

**Terms of Warranty**

SE IT warrants that the product shall be free from defects in materials and workmanship for:

- a period of 12 months from the date of product start-up and commissioning when start-up and commissioning is performed by SE IT authorized service personnel. NOTE: in order to enjoy the full one year warranty above, start up and commissioning must occur within six months of the SE IT ready for shipment date (EX WORKS Incoterms 2010). Start up and commissioning occurring beyond such term, even if performed by SE IT authorized service personnel, will cause a reduction of the 12-month term proportionally to the delay occurred with respect to start up and commissioning; (i.e. commissioning performed by SE IT authorized personnel eight months after shipping date will cause two months reduction of warranty and new warranty validity will be 10 months from commissioning date)

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- or **12 months from the ready for shipment date** (EX WORKS Incoterms 2010) when the start-up and commissioning is not performed by SE IT authorized service personnel.

Subject to installation complying with the requirements reported in the installation manual and/or in the installations drawings, this Warranty covers repairing or replacing (at the sole SE IT discretion) of any defective parts including on-site labor costs. Transport costs of a component of the SE IT product unit are included whereas transport costs of the product unit itself are excluded.

This warranty does not cover (in addition to the items included in the section “exclusions”)

- circuit breakers resetting
- firmware resetting
- loss of refrigerant on units which are not factory pre-charged
- Color variation on metal frame
- consumables or preventive maintenance items

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.

### **Warranty applicability**

This warranty applies to the company which purchased the SE IT product from one of the SE IT manufacturing factories above (“Purchaser”). Any additional or different term which might be granted by the Purchaser to its own customers in relation to the SE IT product is granted under the sole liability and costs of the Purchaser who will indemnify and hold the relevant SE IT manufacturing factory harmless in respect thereto.

### **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 the end user or any third person, misuse, negligence, improper installation and/or testing.

SE IT shall not be liable under the Warranty for any damage generated by storing conditions not in compliance with the requirements reported in the documentation shipped with the product, and/or with the sales terms & conditions and/or with market best practices.

Further, SE IT shall not be liable under the Warranty for defects resulting from unauthorized attempts to repair or modify the equipment, incorrect or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, start-up by non-SE IT authorized personnel, a change in location or operating use, exposure to the elements not included in the storing conditions, Acts of God, fire, theft, or 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.

There are no further warranties, express or implied, by operation of law or otherwise, of products sold, serviced or furnished under these terms or in connection herewith.

SE IT disclaims all implied warranties of merchantability, satisfaction and fitness for a particular purpose.

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. The foregoing Warranty and remedies are exclusive and in lieu of all other warranties and remedies. The Warranty set forth above constitute SE IT sole liability and Purchaser's exclusive remedy for any breach of such Warranty.

WITH THE EXCLUSION OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL SE IT (i.e. THE RELEVANT MANUFACTURING FACTORY), 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 COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUENTS, CLAIMS BY THIRD PARTIES, OR OTHERWISE. THE MAXIMUM LIABILITY OF THE SE IT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM OR ON CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE AMOUNTS EQUIVALANT TO THE VALUE OF THE PRODUCT.

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 and legal department.

### **Warranty Claims**

Customers with warranty claims issues may access the SE IT worldwide customer support network through the SE IT web site: <https://www.schneider-electric.com/en/work/support/>  
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.