



RACKPOWER PDU PRODUCT WARRANTY

WARRANTY:

Seller warrants to Buyer that all goods sold to Buyer under these terms will (a) materially conform to Seller's applicable specification as may be set forth in Seller's product literature and/or packaging and labeling materials published as of the date of shipment, and (b) of the goods and be free from defects in material and workmanship. This warranty extends for a period of two (2) years after the date of shipment to Buyer from Seller or Seller's authorized distributor.

If Seller receives written notice within this warranty period of any defect and Seller, in its sole discretion, determines that such claim is valid and not subject to exclusions, then Seller has the option to (a) provide on-site service (b) return the goods to designated service center for repair (c) provide a replacement unit (d) provide replacement parts or (e) provide Buyer with credit for the original purchase price of the defective or non-conforming goods. The Seller's chosen response constitutes Seller's entire liability, sole obligation and the exclusive remedy for breach of this warranty.

Refurbished components or goods may be used to repair or replace the goods. Buyer waives any claim to any goods or the components therein which were replaced. In no event will Seller be required to accept delivery of any allegedly defective goods returned to it without its prior authorization, including the means, carrier and route of shipment for such return. Under no circumstances will credit/reimbursement be allowed for unauthorized diagnosis, repair, installation or removal on any goods. The warranty period for repaired goods remains the original warranty period. Repair, replacement or title transfer does not extend the original warranty period. The full force and effect of this warranty remain for the Buyer and its customer upon title transfer. Seller expressly disclaims all liability for differences between this warranty and any warranty offered by Buyer or Seller's authorized distributor, including any alternative warranty period.

EXCEPT FOR SELLER'S WARRANTY AS PROVIDED ABOVE, SELLER EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY OR OTHERWISE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

WARRANTY CONDITIONS:

For touch screen and high brightness units, the standard warranty is 24 months commencing from the date of invoice of Seller's invoice. Warranty does not cover any physical damages by accident, natural disaster, neglect, misuse or improper use of the equipment.

NOTICE OF CLAIM:

Seller must be notified of a claim in writing not later than fourteen (14) days from the date when Buyer has become aware of the defect, malfunction, or other failure. Where the defect is such that it may cause damage to property or people, then Seller must be notified immediately. The notification must contain a description of how the defect manifests itself. Failure to provide such notice to Seller results in forfeiture of Buyer's rights under this warranty. In the event of a warranty claim, Buyer is to notify the nVent DataCom Customer Service Team @ +1-763-422-2661 or dataservice@nVent.com for

technical support and evaluation of claim. Buyer will be instructed to submit a request for on-site or service center repairs as instructed in accordance with the nVent Materials Authorization (RMA) Policy.

EXCLUSIONS:

Seller's obligations do not cover defects or losses caused by (a) normal wear and tear or deterioration, (b) defects in or damage to any goods resulting from improper installation, accident, shipping or any utilization, maintenance, repair or modification of the goods that is not consistent with Seller's instructions or the designed capabilities of the goods, (c) the removal or re-installation of the goods, or related non-Seller supplied products for repair or replacement unless such installation is required by Seller's design or included on original invoice from Seller, or that, in Seller's sole judgment, the performance or reliability thereof is adversely affected thereby, or which is subjected to abuse, mishandling, misuse or neglect or any damage caused by connections, (d) interfacing or use in unforeseen, unintended or detrimental environments, damages as a result of electrical interference such as, but not limited to: transients, spikes, electromagnetics and over/under voltages in supply power from application. Additionally Seller not be liable for any damages or loss, including bodily injury or death, as a result of the aforementioned causes of loss and/or defects.

Seller does not warrant that the operation of the goods will be uninterrupted or error-free products. Seller assumes no liability for non-Seller supplied products or services furnished by Buyer to its customer nor does this warranty cover any copy of, or update to, any user manual for the goods. Buyer is fully and solely responsible for its selection of the goods purchased hereunder, and Seller is not liable for Buyer's failure to select goods that ultimately do not meet Buyer's application needs, or any damages resulting therefrom. Furthermore, Buyer is solely and fully responsible for selecting goods that meet all applicable legal and regulatory requirements and/or required classifications for its desired use and application, and Seller is not responsible for any loss or damage, monetary or otherwise, if the goods purchased by Buyer hereunder ultimately do not meet such requirements and/or classifications.

COMPLIANCE WITH LAWS:

Buyer acknowledges and accepts that any commodities, technology or software exported from the United States is done so, in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Goods or parts provided under this warranty may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Buyer will comply with all applicable laws and regulations now and hereafter in effect, including but not limited to, anti-corruption laws. All Sellers' clerical errors are subject to correction.

LIMITATION OF LIABILITY:

Seller's total liability will not exceed the price paid by Buyer under the Agreement for the goods giving rise to the claim. To the fullest extent allowable by law, Seller will not be liable for special, incidental, indirect, delay or liquidated, punitive or consequential damages for any reason. Seller assumes no obligation or liability for technical advice given or not given, or results obtained.

CONTACT TECHNICAL SUPPORT:

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Anoka, MN 55303-1745 USA
Cage Number: 1WSN4
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