

TEN-YEAR PRO-RATED LIMITED WARRANTY
Powerware® UPS Models: 5115, 5125, 9104, 9120, 9125, 9155,
9170, and FERRUPS®
(USA and Canada)

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton Power Quality Corporation, a Delaware Corporation company ("Company").

LIMITED WARRANTY: This pro-rated limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of any Powerware 5115, 5125, 5140, 9104, 9120, 9125, 9155, 9170, and FERRUPS Products (individually and collectively, the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

WHAT THIS WARRANTY COVERS: In addition to the standard Two-Year Limited Warranty covering the applicable Product, the warrantor warrants that the Product will have a service life (defined below) of Ten years from the date of purchase (the "Ten-year Service Life") when used in accordance with the storage, handling, installation, operation and maintenance procedures prescribed in the Product's operation and maintenance manual. "Service life" means the Product's ability to deliver at least 80% of its original rated backup time.

If Company finds, in its sole discretion, that any Product has not provided the Ten-year Service Life, Company will, as its sole obligation and the End-user's sole remedy for Company's breach of this warranty, repair or replace the Product, at its option, F.O.B. Company's factory, for a charge, payable by the End-user to Company pro-rated on the following basis:

The End-user will be allowed a credit against Company's list price of equivalent equipment at the time of return of the Product to Company, in proportion to the percentage of Ten-year Service Life remaining at the time of return of the Product to Company. In calculating the available credit, the remaining portion of the Ten-year Service Life will be rounded up or down to the nearest whole year. The End-user will assume responsibility to pay the balance of the list price; and Company reserves the right to require payment prior to delivery of the repaired or replacement equipment.

For the avoidance of doubt, Company's responsibilities under this Warranty are as follows:

Year 1-2	- Product repaired or replaced pursuant to terms of Limited Warranty
Year 3-10	- Unit Credit (\$) = Current List Price X $\frac{\text{Years of Unexpired Life}}{10 \text{ Years of Warranted Life}}$

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication, or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid: (a) unless the End-user returns to Company the Warranty Registration Card within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF

PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.

COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

LIMITATION OF LIABILITY: The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

OBTAINING WARRANTY SERVICE: In the USA, call the Customer Reliability Center 7x24 at 800-843-9433. Outside of the USA, contact your local Powerware product sales or service representative, or call the Customer Reliability Center in the USA at 919-870-3028. Company will not accept any product for return, credit or exchange unless expressly authorized by Company in writing and delivered FOB Company factory. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.