

## **OPTIONAL LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS**

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

### **General:**

Liebert Corporation products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Optional Extended Parts Warranty.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

## **OPTIONAL EXTENDED PARTS WARRANTY**

### **PRODUCTS COVERED:**

This warranty applies to all Liebert branded Thermal Management products, included but not limited to, unless specifically noted, Liebert Mini-Mate2™, Liebert DataMate™, Liebert Challenger™ 3000, Liebert Challenger™ ITR, Liebert Industrial Cooling Series, IntelCool2, Liebert Condenser, Liebert MC, Liebert Drycooler, Liebert XD™, Liebert DS™, Liebert DSE, Liebert CW, Liebert DCW, Liebert HPC

### **Terms of Warranty:**

As provided herein, all Liebert product parts are warranted to be free of defects in material and workmanship for a period of ( ) one ( ) two ( ) three ( ) four years after the expiration of the Liebert One Year Limited Warranty Against Defects in Material and Workmanship. This is a Parts Warranty ONLY and does not include Services, which must be provided by a qualified Service Provider. If any of these Liebert product parts fail to conform to this Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured parts for repair or replacement of that part. Liebert will not be responsible for any labor or shipping charges associated with repair or replacement of Liebert product parts.

### **Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the Liebert product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert.

### **Assignment of Warranties:**

Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, and accessories for, the Liebert product and which are assignable, but Liebert makes NO REPRESENTATIONS 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 or accessories.

### **Drawings, Descriptions:**

Liebert warrants for the period and on the terms of the Warranty set forth herein that the Liebert product will conform to the descriptions contained in applicable certified drawings, if any, Liebert's final invoices, and to applicable Liebert product brochures and manuals current as of the date of product shipment ("Descriptions"). Liebert does not control the installation and use of any Liebert product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact the local Liebert sales representative from whom the product was purchased. User may contact Liebert at 1-800 LIEBERT (543-2378) for local Liebert sales representative information. Subject to the limitations specified herein, the Liebert sales representative will arrange for a Liebert service representative to repair the non-conforming Liebert product parts warranted hereunder, without charge for materials. User shall bear all labor and shipping charges associated with repair or replacement of parts herein. Warranty coverage will be extended only after User ships the non-conforming product parts to the Liebert sales representative and the Liebert sales representative's inspection of these parts discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. Parts shipped by User to the Liebert sales representative which have incurred freight damage due to User's improper packaging of the parts will not be covered by this Warranty and any replacement parts needed will be invoiced in the full current price amount and shipped freight collect to User. All defective products and components parts replaced under this warranty become the property of Liebert.

### **Warranty Performance of Component Manufacturers:**

It is Liebert's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the

product components. Accordingly, Liebert may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Liebert's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Liebert product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, corrosive atmosphere, failure to adequately maintain the Product using a qualified Service Provider, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting, loss of refrigerant, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the repair or replacement of Liebert product parts or charges to remove or reinstall the same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN ANY SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCTS LISTED IN THIS WARRANTY MAY BE PLACED DIRECTLY OVER PATIENTS OR DIAGNOSTIC AND SURGICAL EQUIPMENT ONLY WHERE THE END-USE CUSTOMER HAS SIGNED LIEBERT'S HEALTHCARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT PART DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF LIEBERT PRODUCT PARTS AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Miscellaneous:**

NO SALESPERSON, EMPLOYEE OR AGENT OF LIEBERT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by a writing signed by a Liebert officer.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other charges due. Liebert reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

User shall complete the attached User Information Card and forward it to Liebert within thirty (30) days of receipt of the Liebert product.

This Warranty shall be governed by, and construed under, the laws of the State of Ohio, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Liebert and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.