

LIMITED WARRANTY FOR SITESCAN 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 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 One Year Limited 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.

ONE YEAR LIMITED WARRANTY

LIEBERT PRODUCTS COVERED:

Sitescan[®] Centralized Monitoring Software and SiteScan[®] Monitoring Hardware.

Terms of Warranty:

As provided herein, the Liebert product, exclusive of any PC component, is warranted to be free of defects in material and workmanship for a period of one year from the date of Warranty Inspection, not to exceed eighteen months from the date of product shipment, if product Warranty Inspection was performed by Liebert authorized personnel. The Warranty Inspection date will be determined only from the product Warranty Inspection tag completed by Liebert service personnel. In all other instances, the Liebert product is warranted to be free of defects in material and workmanship for a period of one year from the date of product shipment by Liebert. The date of shipment will be determined only from the Liebert bill of lading. If any part or portion of the Liebert product fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish new or factory remanufactured products for replacement of that portion or part.

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, or 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 the certified drawings, if any, applicable thereto, to 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 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 Liebert to request repair or replacement of the Liebert product. Repair or replacement requests for products for which Liebert performed Warranty Inspection shall be directed to Liebert service at (800) LIEBERT (543-2378). Liebert designated personnel will repair or replace such products, without charge for materials or labor, subject to the limitations herein.

In all other instances, User shall contact Liebert at 1- (800) LIEBERT (543-2378), within the above thirty (30) day time period, and request a return authorization number. Liebert products shipped to Liebert without a return authorization number will be refused and returned freight collect to User at User's expense. Liebert products shipped by User to Liebert which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User. Subject to the limitations specified herein, Liebert will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. Liebert's facility, the Liebert product shipped to Liebert with a return authorization number and warranted hereunder which does not conform to this Warranty. If replacement parts, components or products are shipped or caused to be shipped by Liebert prior to inspection of the product claimed to be defective, the replacement parts, components or products shall be invoiced in the full current price amount and shipped freight collect F.O.B. Liebert's facility. If Liebert's inspection determines that the returned item(s) is covered by this warranty, User will be issued a credit in an amount equal to the price previously invoiced. Warranty coverage will be provided only after Liebert's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. Replacement products shipped to User prior to User's shipment of the claimed defective product

to Liebert shall be invoiced in the full current price amount should User fail to return the claimed defective product to Liebert within thirty (30) days of receipt of the replacement product.

All defective products and component 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, storage in an unsuitable environment, improper application, wrong or inadequate electrical current or connection, negligence, 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 in any event if the Liebert serial number or Warranty Inspection tag has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting, maintenance or service items or any third-party labor or travel costs not authorized by Liebert associated with the Liebert product and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the Liebert product or any part thereof or charges to remove or reinstall the same at any premises of User.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR 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 USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES 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 OR PART THEREOF 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 THE LIEBERT PRODUCT 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.

Liebert obligations under this warranty are conditioned upon Liebert timely receipt of full payment of the product purchase price and any other amounts 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.

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.