

REPLACEMENT BATTERY LIMITED WARRANTY

CYBERPOWER WARRANTY:

Read the following terms and conditions carefully before using the CyberPower Replacement Battery Cartridge (the "Product"). By using the Product you consent to be bound by and become a party to the terms and conditions of this Limited Warranty (referred to as "Warranty"). You also agree to use the Product in accordance with the use conditions of the UPS user manual that this Product was designed and intended for use with. If you do not agree to the terms and conditions of this Warranty, you should return the Product for a full refund prior to using it.

CAUTION! This Product is not recommended for use by children. Keep out of reach of children.

CAUTION! Always keep Product away from flammable objects and materials, conductive contaminants, heating elements, and exposure to direct sunlight.

WARNING! Risk of serious injury or death - never install the Product during a lightning storm.

WARNING! To reduce the risk of fire or electric shock, use only in dry locations and only indoors. Do not allow water or other liquids to come in contact with the Product and never immerse the Product in water.

WHO IS PROVIDING THIS WARRANTY?

Cyber Power Systems (USA), Inc. ("CyberPower") is the warrantor under this Warranty. Except as required by law, this Warranty only covers the original purchaser ("Initial Customer"). The Warranty may not be transferred to any third party and coverage ends if the Initial Customer sells or otherwise transfers the Product. To be covered the Initial Customer must still be the owner of the Product at the time of the failure that results in the claim made under this Warranty ("Occurrence").

What Does This Warranty Cover?

This Warranty is a Limited Warranty, subject to the limitations and exclusions set forth herein. This Warranty covers defects in materials and workmanship in the Product under normal use and conditions when the Product has been used in accordance with all applicable instructions. It does not cover equipment connected to the Product at the time of the Occurrence ("Connected Equipment") that was damaged due to the failure of the Product.

The Warranty only protects against damage where CyberPower has determined, in its sole discretion, that the damage resulted from the Occurrence, and does not protect against acts of God or nature (other than lightning) such as fire, flood, wind, rain, rising water, earthquake, war, vandalism, theft, leakage or breakage of plumbing, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration.

WHAT IS THE PERIOD OF COVERAGE?

CyberPower warrants to the Initial Customer that the Product will be free from original defects in material and workmanship for one year from the date of original purchase, subject to the terms of this Warranty.

WHO IS COVERED?

This warranty only covers the Initial Customer. Coverage ends if you sell or otherwise transfer the Product.

HOW LONG DO I HAVE TO MAKE A CLAIM?

All claims must be made within ten (10) days of the occurrence.

HOW DO YOU GET WARRANTY SERVICE?

1. Before contacting CyberPower, identify your Product model number and the Purchase Date
2. Visit our web site at www.CyberPowerSystems.com/support or Call us at 877 297-6937. CyberPower will provide you with claims forms which you must complete.
3. If your Product requires warranty service you must provide a copy of your dated purchase receipt or invoice.
4. Pack and ship the product to CyberPower and all claim forms that CyberPower provides to you. Show the Claim Number on the shipping label or include it with the product. You must prepay all shipping costs, you are responsible for packaging and shipment.

WHAT WILL WE DO TO CORRECT PROBLEMS?

CyberPower or its representative will inspect and examine the Product. CyberPower reserves the right to inspect the Product, any and all Connected Equipment, and the site of the Occurrence. The Product and all Connected Equipment must remain available for inspection until the claim is finalized. If it is determined by CyberPower or its representative, in its sole discretion, that a defect resulted in failure of the Product during its normal use, during the Warranty period described herein, CyberPower's sole responsibility is to repair, replace, or refund the Product (at CyberPower's sole option), subject to the terms and limitations set forth herein.

CyberPower reserves the right of subrogation under any existing insurance policies the Initial Customer may have. CyberPower's obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery.

WHO PAYS FOR SHIPPING?

CyberPower pays shipping when sending items to the Initial Customer. The Initial Customer pays shipping when items are sent to CyberPower.

WHAT ISN'T COVERED BY THE WARRANTY?

1. This Warranty is limited to repairing or replacing the Product. This Warranty does not cover any software, data, or equipment that has been damaged by accident, negligence, or misapplication, or if the Product is not used as intended, which is as a replacement battery cartridge in an Uninterruptible Power Supply, UPS, manufactured or sold by CyberPower.
2. This Warranty does not cover or apply to: misuse, modification, operation, or storage outside environmental limits of the Product, nor for damage while in transit or in storage, nor if there has been improper operation or maintenance, or use with items not designed or intended for use with the Product.
3. Damage following any alternation, modification, or tampering with the Product.
4. Damage when the Product was not installed or used in accordance with the CyberPower UPS user manual.
5. Damage when the Product is used contrary to any instructions provided with the Product or the UPS, or for any unintended or prohibited use.

WHAT ARE THE LIMITATIONS?

The sole and exclusive remedies of the Initial Customer are those provided by this Warranty.

1. This Warranty does not apply unless the Product was properly installed in the model of CyberPower UPS that this Product was intended to be used in or if that CyberPower UPS is not connected to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code), without the use of any adapters or other connectors.
2. The CyberPower UPS that this Product is used in must not have been used in a manner that breached any terms of the warranty that originally came with the CyberPower UPS, even if that warranty has since expired.
3. CyberPower excludes any liability for personal injury under the Limited Warranty. CyberPower excludes any liability for direct, indirect, special, incidental or consequential damages, whether

for damage to or loss of profits, business interruption, or loss of information or data. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

4. The Product is not for use in high-risk activities or with aquariums. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance, or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device used in direct patient care (collectively, "High Risk Activities"). CyberPower expressly disclaims any express or implied warranty of fitness for High Risk Activities or with aquariums. CyberPower does not authorize use of any Product in any High-Risk Activities or with Aquariums. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF THE PRODUCT.
5. This Warranty does not cover or apply to: products which are not defective or broken or which are working as described in the user manual; misuse, modification, operation or storage outside environmental limits of the Product, nor for damage while in transit or in storage, nor if there has been improper installation, operation or maintenance, or for use with items not designed or intended for use with the Product. All warranties are null and void if, in CyberPower's sole discretion: the Product in use during the Occurrence is not provided to CyberPower or its representative for inspection upon CyberPower's or its representative's request at the sole expense of the Initial Customer; CyberPower or its representative determines that the Product has been improperly installed, altered in any way or tampered with; CyberPower or its representative determines that the damage did not result from the Occurrence or that no Occurrence in fact took place; or if CyberPower or its representative determines that the Product or the Connected Equipment were not used under normal operating conditions or in accordance with all labels or instructions.
6. To the extent permitted by law, this Warranty and the remedies set forth are your sole and exclusive remedy and are provided in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. CyberPower disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties

against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, CyberPower limits the duration and remedies of such warranties to one year or the duration of this Limited Warranty if so required, and, at CyberPower's option, the repair or replacement services described herein. Some States or Provinces do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you.

7. This Warranty is valid in all 50 U.S. states, the District of Colombia, Puerto Rico, and Canada. All other countries or territories are expressly excluded. The Warranty is null and void if CyberPower or its representative determines, in its sole discretion, that the Product or Connected Equipment has been improperly installed, operated, applied or maintained, operated in a failure mode or not in compliance with any license, instructions, labels, or warnings provided with the Product or the Connected Equipment, or if the Product or Connected Equipment has been altered in any way or tampered with. The Product must have been used at all times within the limitations of the Product's ratings and specifications.
8. This Warranty does not apply unless the Product and the CyberPower UPS were connected to utility power via properly wired and grounded electrical outlets (including compliance with the most current electrical and safety codes), without the use of any adapters or other connector. A three-to-two-prong adapter may not be used with the CyberPower UPS. Any such installation voids the Warranty.
9. TO THE FULLEST EXTENT PERMITTED BY LAW, CYBERPOWER SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR DAMAGE TO OR LOSS OF PROPERTY, FOR INJURY OR DAMAGE TO BUSINESS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR LOSS OF PROFITS, REVENUES OR GOODWILL. CYBERPOWER SHALL HAVE NO LIABILITY FOR PERSONAL INJURY UNDER THIS WARRANTY. THESE EXCLUSIONS APPLY REGARDLESS OF CAUSE, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR FAULT), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH. THE PREVAILING PARTY SHALL BE ENTITLED TO THEIR COSTS, DISBURSEMENTS AND REASONABLE ATTORNEY'S FEES AND FOR ANY CLAIM UNDER THE WARRANTY OR OTHERWISE ASSOCIATED WITH THE PRODUCT.

10. Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, or forum selection clauses, so those limitations may not apply to you. This Warranty gives you specific legal rights and you may have other rights, which vary from State to State or Province to Province. Additionally, State or Provincial law may adjust the terms of the Warranty or the State or Province may impose additional obligations, or additional "implied warranties." To the extent necessary to comply with those laws, the terms of this Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law. Where any term of this Warranty is prohibited by such laws, that term shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.
11. This Warranty is governed by the laws of the United States and the State of Minnesota, without reference to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Unless prohibited by law, any action to enforce the terms of this Warranty or for any other claim you may have associated with the Product, shall be brought in the State or Federal Court serving Scott County, State of Minnesota, United States of America. However, before bringing a claim for a breach of a warranty, a claimant shall pursue a Warranty with CyberPower as set forth in this Warranty; however to the extent the claimant's claim is not for a breach of warranty this informal mechanism shall not be required.

WHERE CAN I GET MORE INFORMATION?

The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

CyberPower is the warrantor under this Limited Warranty.

For further information please feel free to contact CyberPower at Cyber Power Systems (USA), Inc. 4241 12th Ave E., STE 400, Shakopee, MN 55379; call us at (877) 297-6937 or visit us online at www.CyberPowerSystems.com/support.

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CyberPower encourages environmentally sound methods for disposal and recycling of its products. Please dispose and/or recycle this Product and any batteries in accordance with your local regulations.

WARNING:

This product can expose you to chemicals including Lead and lead compounds and Styrene, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

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K07-0000007-00