

LIMITED FACTORY WARRANTY FOR POWERWARE® 3 PHASE POWER DISTRIBUTION RACK (PDR, HD-PDR) & REMOTE POWER PANEL (RPP) PRODUCTS

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton Electrical Inc., a Delaware Corporation ("Eaton").

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-User") of the Powerware 3 Phase PDR, HD-PDR, RPP Products (the "Product") and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-User. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product start-up or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage, and ninety (90) days from the date of Product start-up for labor coverage. The period covered by this Warranty for Product installed [and currently located] outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product start-up or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage.

WHAT THIS LIMITED WARRANTY COVERS: Eaton warrants that the Powerware three-phase Product electronics and accessories provided by Eaton (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. If, in the opinion of Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective item (including providing service, parts and labor, as applicable), at the option of Eaton. The Warranted Item will be repaired or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or re-conditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

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; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, End-User's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment, or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

This Warranty is not valid: (a) if the Product is moved to a new location by someone other than an authorized Eaton Customer Service Engineer (in the United States) or Agent (outside of the United States); 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. Eaton does not provide a labor warranty for Product located outside of the fifty (50) United States or the District of Columbia. **Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this Warranty.**

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether

brought in contract or in tort (including negligence and strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

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 operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-User (including interest charges, if any). During such time as Eaton 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, Eaton 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 Eaton representatives outside the terms of this Warranty will be borne by the End-User.

OBTAINING WARRANTY SERVICE: In the United States, call the Eaton Customer Reliability Center 7x24 at 800-843-9433. Outside of the United States, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the United States at 919-870-3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.