



UPS-42100-05R

Limited Product Warranties

Limited Three (3) Year Product Warranty

Subject to the limitations set forth below, AMETEK Electronic Systems Protection ("SurgeX") warrants to the original purchaser ("Buyer") that your SurgeX product having a model number UPS-22100-88R, UPS-22150-69R, ("Product") will be free from defects in material and workmanship for a period of three (3) years from the date you purchase the Product and is subject to the registration provisions and the limitations and conditions set forth below, or if a new Product is provided to you due to a warranty claim, then three (3) years from the date such new Product is shipped to you. ("Limited Three (3) Year Product Warranty"). Subject to applicable law, the Limited Three (3) Year Product Warranty is subject to the other limitations and conditions set forth below. The Limited Three (3) Year Product Warranty applies to all components of the Product except for UPS batteries. This Limited Three (3) Year Product Warranty does not cover cosmetic or aesthetic defects in the Products.

Limited Two (2) Year Battery Warranty

Subject to the limitations set forth below, SurgeX warrants to the Buyer that the UPS battery or batteries in your Product ("Battery" or "Batteries," respectively) will be free from defects in material and workmanship for a period of two (2) year from the date you purchase the Product and is subject to the limitations and conditions set forth below, or if a new Battery is provided to you due to a warranty claim, then two (2) years from the date such new Battery is shipped to you ("Limited two (2) Year Battery Warranty"). Subject to applicable law, the Limited two (2) Year Battery Warranty is subject to the limitations and conditions set forth below. The Limited two (2) Year Battery Warranty applies only to the Battery or Batteries, not to any other components of the Product. This Limited two (2) Year Battery Warranty does not cover cosmetic or aesthetic defects in the Batteries.

The Limited Two (2) Year Product Warranty and Limited two (2) Year Battery Warranty are individually and collectively referred to herein as the "SurgeX Warranties".

1. PROCEDURE FOR SUBMITTING A WARRANTY CLAIM AND OBTAINING WARRANTY SERVICE:

- a. In the event there are defects in the material and/or workmanship of your Product or a Battery, please immediately contact the SurgeX distributor you purchased the product from with the serial number of your Product or Battery to file a claim.

- b. SurgeX will repair or replace the defective Product or Battery, in SurgeX's sole discretion. SurgeX will be responsible for the costs and expenses associated with the repair of the defective Product or Battery (including parts and labor) and with the return of the Product or Battery to the Buyer.

2. LIMITATIONS ON SURGEX WARRANTIES:

- a. In the event of a defect in material and/or workmanship of a Product or Battery covered by the SurgeX Warranties, the Buyer's exclusive remedy will be for SurgeX, in its sole discretion, to repair within a reasonable period of time, or replace the defective Product or Battery with the same or an equivalent replacement product or battery or refund the purchase price. SurgeX will make commercially reasonable efforts to return the repaired or replacement Product or Battery to the Buyer within thirty (30) days of SurgeX receiving the defective Product or Battery. THE EXCLUSIVE REMEDY UNDER THE SURGEX WARRANTIES, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR BATTERIES. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM SURGEX, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCT.
- b. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE SURGEX WARRANTIES, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND SURGEX WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOST SOFTWARE, LOST DATA, LOSS OF USE, LABOR, BUSINESS INTERRUPTION OR DOWNTIME, THE COST OF REMOVAL, DISASSEMBLY AND SHIPMENT OF THE DEFECTIVE PRODUCT OR BATTERY, FIRE, INJURY TO OTHER PROPERTY, OR OTHER COMMERCIAL LOSSES, OR INSTALLATION OF ANY REPLACEMENT PRODUCT OR BATTERY. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY OR UNDER ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) CANNOT BE EXCLUDED, SUCH DAMAGES ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE PAID BY BUYER FOR THE CORRESPONDING PRODUCT. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND THE PROVISION OF THE SURGEX WARRANTIES LIMITING REMEDIES HEREUNDER TO REPAIR OR REPLACEMENT, ARE INDEPENDENT PROVISIONS, AND ANY DETERMINATION THAT THE LIMITATION OF REMEDIES FAILS OF ITS ESSENTIAL PURPOSE OR ANY OTHER DETERMINATION THAT EITHER OF THE ABOVE PROVISIONS IS UNENFORCEABLE, SHALL NOT BE CONSTRUED TO MAKE THE OTHER PROVISION UNENFORCEABLE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- c. EXCLUSION OF OTHER WARRANTIES: THE SURGEX WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT ALLOWED UNDER APPLICABLE LAW.
- d. FOR CONSUMER PURCHASERS OF THE PRODUCTS, DISCLAIMER OF IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) IS NOT PERMITTED. FOR CONSUMER PURCHASERS ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) SHALL EXPIRE UPON THE EXPIRATION OF THE CORRESPONDING SURGEX WARRANTIES. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation(s) may not apply to you.
- e. The SurgeX Warranties are void if (i) the Product or a Battery is tampered with, recycled or repaired by anyone other than an authorized service center, any time after the Product is installed; (ii) abuse, misuse, alteration, modification, negligence, or accident by the Buyer or any third party; (iii) the Product or a Battery is improperly used, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; (iv) the Product or a Battery has been used in a manner contrary to the product's operating manual or other written instructions; (v) the equipment that is first properly connected to the Product is used equipment; or (vi) the equipment that is first properly connected to the Product is replaced with new equipment. Before providing any remedy under the SurgeX Warranties, SurgeX reserves the right to inspect and test the Product and each Battery to confirm that the Product or Battery is defective.
- f. As used herein, "properly connected" means the installation of the Product and the connected equipment must be in compliance with the provisions of the electrical code corresponding to the jurisdiction where the Product is sold. The inadvertent or purposeful connection of the Product to the wrong voltages or line rating will automatically void the SurgeX Warranties. The Product must be plugged directly onto a properly grounded AC wall outlet. The green Product indicator light must come on to indicate that the outlet is properly grounded. If the green Product indicator light does not come on when the Product is plugged in, there is something wrong with the outlet and the SurgeX Warranties is voided unless the defect in the wiring at the outlet is corrected or the Product is relocated to a properly grounded outlet and the green Product indicator light comes on. Green means GO! The use of extension cords or adapters between the Product and the wall outlet is not permitted and, if used, voids the SurgeX Warranties. The use of any other ground wire(s) or any other connection(s) is not permitted and, if used, voids the SurgeX Warranties. All the electrical, communication, audio, video, and data wires connected to the equipment must be properly connected and pass through the appropriate connection on the Product unless directly connected to a peripheral device that is also properly connected to the Product and the failure to do so voids the SurgeX Warranties. For any equipment that consists of more than one component or piece of equipment, then each component or piece of the equipment must be properly connected to and protected with a Product in accordance with our installation instructions and diagrams and the failure to do so voids the SurgeX Warranties. Please consult with the SurgeX product customer support hotline at 1-800-645-9721, or our website at www.surgex.com if our published information does not cover your installation.
- i. CAUTION: Do not install the Product if there is not at least ten (10) meters (30 feet) or more of wire between the electrical outlet and the electrical service panel.
- g. The warranty on batteries applies only to Products that are continuously connected to AC mains power, except during utility power outages. Products that are regularly and intentionally disconnected from AC mains power will experience battery discharge/charge cycles that are potentially far more numerous than those for which the battery was designed. As a result, Products used in such applications will experience substantially reduced battery life. Therefore, the standard warranty term does not apply in these cases and is supplanted by a ninety (90) day warranty from time of shipment from SurgeX. The warranty provides for the replacement of the battery or battery systems in the event that the batteries do not meet the performance specifications as determined by SurgeX exclusively.
- h. SEVERABILITY: In the event any portion of the SurgeX Warranties shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the SurgeX Warranties shall continue in full force and effect.
- i. The SurgeX Warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

Disclaimer SURGEX Products are not designed, intended, authorized, tested, or UL Listed for use in systems intended to support or sustain life, or for any other application in which the failure of a SURGEX Product could create a situation where personal injury or death may occur. Should Buyer purchase or use SURGEX Products for any such unintended or unauthorized application, Buyer shall indemnify and hold SURGEX and its officers, employees, subsidiaries, affiliates and distributors harmless against all claims, costs, damages and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim or personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that SURGEX was negligent regarding the design or manufacture of the part.