

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 Four Year Compressor 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 COMPRESSOR WARRANTY

PRODUCTS COVERED:

This warranty applies to all Liebert branded Thermal Management products with compressors, included but not limited to, unless specifically noted, Liebert Mini-Mate2™, Liebert DataMate™, Liebert Challenger™ 3000, Liebert Industrial Cooling Series, Liebert Condenser, Liebert DS, Liebert DSE, Liebert CRV, Liebert XD™, Liebert HPC, Liebert PDX™

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. If the compressor fails to conform to the Warranty within the Warranty period, Liebert, at its option, will furnish a new or factory remanufactured replacement compressor. This is a Parts Warranty ONLY and does not include Services, which must be provided by a qualified Service Provider. Liebert will not assume any labor or shipping charges associated with replacement of the compressor.

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 containing the compressor 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 the compressor, or any accessories thereto, contained in 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 containing the compressor was purchased and request a return authorization number. User may contact Liebert at 1-800 LIEBERT (543-2378) for local Liebert sales representative information. User shall ship the compressor to the Liebert sales representative freight prepaid. User shall bear any other labor and shipping charges associated with replacement of compressors herein. Compressors shipped by User to the Liebert sales representative which have incurred freight damage due to User's improper packaging of the compressor will not be covered by this Warranty and any replacement compressor needed will be invoiced in the full current price amount and shipped freight collect to User.

Subject to the limitations specified herein, the Liebert sales representative will arrange for replacement of the non-conforming compressor warranted hereunder, without charge for materials. Warranty coverage will be extended only after the Liebert sales representative's inspection of the returned compressor discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. Replacement compressors shipped by the Liebert representative prior to inspection of the compressor claimed to be defective will be invoiced to User at the full current price amount and shipped freight collect F.O.B. the Liebert representative's facility. If the Liebert representative determines that the returned compressor is covered by this Warranty, User will be issued credit in an amount equal to the price of the replacement compressor previously billed to User, provided the returned defective compressor was shipped to Liebert within thirty (30) days of receipt of the replacement compressor. 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, 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, 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 replacement of the Liebert compressor 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 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 COMPRESSOR 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 REPLACEMENT OF THE LIEBERT COMPRESSOR 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 in 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 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.