

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 1st Year Limited Labor 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 ONE YEAR LIMITED LABOR WARRANTY

PRODUCTS COVERED:

Liebert Mini-Mate2™, Liebert DataMate™, Liebert Challenger™ 3000, Liebert Industrial Cooling Series, IntelCool2, Liebert Condenser, Liebert MC, Liebert Drycooler, Liebert XD™, Liebert DS™, Liebert DSE, Liebert CW™, Liebert CRV™, Liebert DCW™, Liebert HPC™, Liebert PDX™, Liebert PCW™; Liebert iCOM-S

Terms of Warranty:

Liebert will provide 1st year Limited labor through its Liebert authorized service representatives associated with the repair or replacement of Liebert product parts thereunder and will assume the costs of such labor. Liebert Warranty Inspection allowance must be sold with this optional labor warranty, a Liebert approved technician must perform the Warranty Inspection and the Warranty Inspection information must be submitted to Thermal Management Product Support. All labor must be pre-authorized by Thermal Management Product Support through the local sales office.

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.

Limitations

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except as specifically provided herein, other warranties arising out of the sale of Liebert products to User are neither a part of nor made, altered or affected by this Warranty.

USER'S SOLE AND EXCLUSIVE REMEDY IS CORRECT PERFORMANCE OF SERVICES INCORRECTLY PERFORMED.

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 TOTAL LABOR CHARGES PAID BY LIEBERT HEREUNDER.

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.

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.

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 by 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, the purchase price of this warranty, 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.