

Limited Warranty

For Thermal Management Products



Warrantor

Vertiv Corporation (referred to herein as “Vertiv”) offers the following **Limited Warranty Against Defects in Material and Workmanship (“Warranty”)** for applicable Product.

Products Covered

- Vertiv Thermal Management Products
- Vertiv Custom Thermal Products

Terms of Limited Warranty

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv’s final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment (“Descriptions”)

Warranty Period

A period of eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as “Descriptions” are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered

This Warranty extends to the original end-user (the “User”) and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Vertiv Product and which are assignable, but Vertiv 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.

Warranty Claims Procedure and Services

Within thirty (30) days after User’s discovery of a defect, User must contact their local Vertiv representative and provide all material information relating to such alleged defect. User may contact Vertiv at (800) 543-2378 for local Vertiv representative information, or for Custom Thermal products, user may contact Vertiv at (800) 548-4349 (select option 3) or email Vertiv-EnergyLabParts@vertiv.com.

Vertiv, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Vertiv or its representative’s inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and parts thereof replaced under this Warranty become the property of Vertiv.

Items Not Covered

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, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Vertiv’s recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Vertiv and/or its authorized representatives. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv’s sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Vertiv officer.

Other Limitations

THIS LIMITED 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 REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT AS SET FORTH HEREIN. IF USER’S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV’S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY 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 CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

All defective Products and component parts replaced under this Warranty become the property of Seller. Seller may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Seller’s opinion, such work can be performed in less time, with less expense, or in closer proximity to the Seller Product.

For Vertiv products: Seller, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Seller will issue a RETURN MATERIALS AUTHORIZATION (“RMA”) number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Seller will designate a shipping address (“Ship To Address”) that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

Miscellaneous

NO SALESPERSON, EMPLOYEE OR AGENT OF VERTIV 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 Vertiv officer. Vertiv obligations under this warranty are conditioned upon Vertiv timely receipt of full payment of the product purchase price and any other charges due. Vertiv 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 references to the conflict of laws principles thereof.

This Warranty represents the entire agreement between Vertiv 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.

Vertiv.com | Vertiv Headquarters, 505 N Cleveland Ave, Westerville, OH, 43082, USA

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