

Ten-Year Pro-Rated Warranty

1. Disclaimers

The warranties and guaranties below, together with Marathon Power Inc's Three-Year Limited Warranty, are exclusive and in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for particular purpose.

Marathon Power Inc shall not be subject to any disclaims:

1. Any other obligations or liabilities arising out of breach of contract or of warranty,
2. Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold by Marathon Power Inc, or any undertakings, acts or omissions relating thereto, and
3. All consequential, incidental, and contingent damages whatsoever.

In addition to its standard Three-Year Limited Warranty and \$25,000 connected equipment warranty below, Marathon Power Inc further warrants its UPS will have a service life of ten years from the date of shipment from Marathon Power Inc's factory when used in accordance with the storage, handling, installation, operation, and maintenance procedures prescribed in the following section of this warranty and in the Operator's Manual. "Service life" means the UPS' ability to deliver at least 80% of its original rated backup time.

If Marathon Power Inc finds that any UPS has not provided the ten-year warranted service life, Marathon Power Inc will, as its sole obligation and the user's sole remedy for breach of this warranty, repair or replace the unit, at its option, F.O.B. Marathon Power Inc, for a charge pro-rated on the following basis. The user will be allowed a credit against the list price of equivalent equipment at the time of return to Marathon Power Inc, in proportion to the percentage of the warranted service life remaining at the time of return to Marathon Power Inc. (In calculating the available credit, the remaining warranted service life will be rounded up or down to the nearest whole year.) The user will be responsible to pay the balance of the list price of equivalent equipment; and Marathon Power Inc reserves the right to require payment prior to delivery of the repaired or replacement equipment.

Marathon Power Inc's complete warranty responsibilities are summarized as follows:

Years 1 - 2: Unit Repaired or Replaced Free of Charge
Years 3 - 10: Credit (\$) = Current List Price \times $\frac{\text{Years of Unexpired Life}}{10 \text{ Years of Warranted Life}}$

2. Required Operating Conditions and Extended Ten-Year Pro-Rated Warranty Exclusions

- a. If the UPS or battery cabinets are going to be stored prior to use, store them in a cool, dry environment. Storage temperature should not exceed 77°F (25°C) in order to preserve battery life. For longer term storage, energize the UPS and battery cabinet for approximately 8 hours every 90 days in order to maintain battery charge. Whenever the units are not energized, verify that the circuit breaker on all battery cabinets is returned to the OFF (O) position.
- b. Average annual temperature at equipment site shall not exceed 77°F (25°C).
- c. The above warranty does not apply to units with broken or damaged enclosures, input cables or output receptacles, or to units that have been frozen or damaged due to neglect, accident, or abuse such as fire, flooding, explosives, or exposure to weather conditions.
- d. The above warranty also does not apply to units that have been improperly installed, altered, or tampered with in any way, or if the equipment was not used under normal operating conditions and in accordance with labels and instructions.

3. Extended Ten-Year Pro-Rated Warranty Claims Procedure

Marathon Power Inc will not accept any product for return, credit, or exchange unless expressly authorized by Marathon Power Inc in writing and delivered F.O.B. to Marathon Power Inc's warehouse. Nor will Marathon Power Inc be responsible for any charges for testing, checking, removal, or installation of a warranted UPS or component part of a UPS. All defective UPS units and parts, when returned and replaced, become the property of Marathon Power Inc. This warranty applies only to the original end user of the equipment and is nontransferable.