

## 1. Limited Three-Year Warranty and Exclusions

**NOTE:** For this warranty to be valid, completed registration information must be received within 30 days of original purchase.

Marathon Power warrants to the original purchaser, who must have properly registered the product within 30 days of purchase, and not for the benefit of anyone else that this product at the time of its sale by Marathon Power is free of defects in materials and workmanship for three (3) years (batteries for 2 years within the USA, Canada and Mexico, otherwise 1 year) from the original purchase date. Marathon Power will correct such defects by repair or replacement, at its option, if within such three year period the product is returned prepaid and all warranty claim instructions are followed. This warranty excludes labor for removal or reinstallation of this product. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with all labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to three years. Marathon Power is not liable for incidental, indirect, special or consequential damages, including damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation.

## 2. Connected Equipment Warranty

In the event that a "surge" \* damages connected electronic equipment and Marathon Power determines that such damage was caused by the performance of the Marathon Power UPS, Marathon Power will reimburse the original consumer purchaser's reasonable (see claims) cost of repairing such damage or replacing such equipment according to the following schedule:

Models Covered	Maximum Repair or Replacement Value	What's Protected
All Sprint, Track, Athlon & Vault models	Up to \$100,000 repair or replacement coverage of all properly connected equipment damaged due to failure of the UPS.	AC Power and connected communication lines*

\* A "surge" is defined as a transient voltage surge/spike on the AC power, telephone or data line, which voltage surge/spike surge suppressors of the particular type covered by this warranty are generally designed to protect against in accordance with industry standards. This warranty specifically does not cover sustained over-voltages.

## 3. Limitations & Claims

This warranty does not cover any Marathon Power UPS or any properly connected electronic equipment which has been improperly installed, overloaded, abused or altered in any manner, or is not used under normal operating conditions, or in accordance with any labels or instructions, and does not cover any damage to properly connected electronic equipment resulting from a cause other than a "surge".

Damage caused by failure to provide a suitable installation environment for the product (including, but not limited to, lack of a good ground) will not be covered by this warranty. This warranty does not apply to damage caused by direct lightning strikes, or damage caused by electrical disturbances that exceed published product specifications. These products are intended to limit the maximum amplitude of transient voltage surges on power lines to specified values. They are not intended to function as surge arrestors. They are intended to be installed on the load side of the main service entrance. They have been tested to verify that transient voltage surges are limited when subject to an 8 x 20-microsecond 6KV-voltage surge. This warranty excludes any incidental, indirect, special or consequential damages, including without limitation, labor for removal or reinstallation of the Marathon Power UPS or any connected electronic equipment, data loss or alteration loss of equipment use, lost sales or profits and any such damages for delay or failure to perform this warranty obligation. This warranty is in lieu of and excludes all implied warranties of merchantability or fitness for use. In addition, the warranty does not cover restoration of lost data and reinstallation of software. Some states may not allow the exclusion or limitation of incidental or consequential damages or other remedies, so the above exclusions or limitations may not apply to you.

Take the following steps to file a warranty claim: Contact us at Marathon Power, Inc., Attn: Returns, 103W. Martin Luther King Blvd., Los Angeles, California 90037 or call (310) 689-2328 within 30 days of the occurrence. Be prepared to provide detailed information about the event, any damage, the UPS model number, purchase date and location. You will then be provided with a Return Authorization Number (RAN), and be instructed to forward your proof of purchase (receipt), an explanation of the event and your UPS.

If Marathon Power determines that the damage was due to a "surge", we may request that all connected equipment be submitted for evaluation. Marathon Power is not responsible for shipping costs. In the event that the equipment has been damaged by a "surge" Marathon Power will reimburse you for repair or replacement at fair market value (on a pro rata basis) as indicated by the respective amounts above. The warranty coverage is above and beyond, only to the extent needed, of that provided by any other source, including but not limited to any connected equipment coverage, any manufacturer's warranty or insurance policy. To receive payment for repair to damage due to a "surge," the original purchaser should (upon prior approval from Marathon Power) have such equipment repaired by an authorized service center of such equipment's manufacturer. The original purchaser will submit a repair bill, a repair facility statement documenting the nature of the damage and how it was sustained to said equipment.