

PWRSS MX+ for UPS APPLICATIONS

5-YEAR FULL AND 5-YEAR PRO RATA WARRANTY

General Product Limited Warranty

PWR Storage Solutions ("PWRSS") warrants MX+ UPS Series valve regulated lead acid (VRLA) UPS batteries, racks and cabinets against defective materials and workmanship for the full period as defined in section A, B or C from the date the battery is placed in service or six months from the date of shipment, whichever occurs first.

A. If initial physical inspection identifies flaws in material or workmanship that would impair life of the battery, as defined by this warranty, or product performance, as defined by PWRSS electrical and physical specification as published at the time of shipment and these flaws are not due to transportation damage or installation abuse;

OR

B. If on initial "Acceptance Test", as defined in IEEE Std. 1188, "IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve Regulated Lead Acid (VRLA) Batteries for Stationary Applications", the properly installed battery string fails to meet the published performance ratings* per PWRSS' latest published catalog data at the time of shipment;

OF

C. The provision of trended out of tolerance Internal Ohmic Values. The methodology and parameters outlined in IEEE Std. 1188 - 2005, "IEEE Recommended Practice for Maintenance, Testing, and Replacement of Valve - Regulated Lead-Acid (VRLA) Batteries for Stationary Applications," can be an acceptable means of warranty substantiation. Baseline ohmic and voltage readings should be taken approximately six months after the battery is placed in operation and trended over time. A change of 30 to 50% from baseline or the string average may be considered as out of tolerance. This data, providing it is obtained by the same test method, along with cell/unit voltage readings, will be sufficient for the consideration of a warranty claim.

In the event of either A, B or C above, contact your PWRSS sales representative to request instructions. You will be instructed either a) to return the equipment to a PWRSS facility or service center location, FOB Destination-Freight Prepaid, for examination, or b) to wait until a PWRRS representative arrives at the site to inspect the equipment, or c) provide documentation to substantiate the warranty claim which will be processed through PWRSS' warranty claims department.

If PWRSS determines the battery, rack or cabinet is physically or electrically unsound due to defective materials or workmanship on the part of PWRSS, the defective cell(s) or rack component(s) will be repaired or replaced at the option of PWRSS without charge to the purchaser (user) for replacement materials or repair labor. However, costs of replacement installation including but not limited to equipment, travel expenses of PWRSS representatives(s), and costs of material transportation expenses shall be borne by the purchaser (user). The replacement battery shall only complete the remaining unused portion of the original warranty of the replaced battery.

The battery is warranted to have life from the date of shipment, as stated below, and based on conditions stipulated in the installation/maintenance instructions.

SERVICE LIFE WARRANTY

PRODUCT	FULL WARRANTY PERIOD	PRO RATA PERIOD
UPS MX+ SERIES	5 YEARS	5 YEARS

BATTERY OPERATING TEMPERATURES: Ann

Annual average battery temperature 77°F(25°C)

Any cell temperature not to exceed for more than 30 days per year 89°F(32°C)

Normal battery life may be expected only when the battery is operated under the aforementioned temperature conditions. If operation of the battery is not within these parameters, the battery warranty shall be null and void.

Useful service life is considered to have expired when the battery fails to deliver 80% of its rated string capacity. The rated string capacity is that which is published in PWRSS' literature at the time of shipment. The determination of actual capacity shall be made in accordance with the "performance test" guidelines of IEEE Std. 1188. If the battery is maintained per the installation/maintenance instructions and other recommendations contained in this document and fails to deliver 80% of its rated string capacity, PWRSS shall credit the purchaser (user) toward the purchase of a new PWRSS battery of equal or greater amp-hour capacity.

Prorata Credit is determined from the install date or six months after shipment, whichever occurs first. Table A will be used to determine float credit.

EXCLUSIONS AND LIMITATIONS

- 1. The purchaser (user) shall give freshening charges to the battery a minimum of every six (6) months after shipment from the factory and until final installation. Refer to the installation and maintenance instructions for maximum storage intervals.
- 2. At least once every twelve (12) months, purchaser (user) must take readings and record information per PWRSS installation/maintenance instructions. These records must be maintained for warranty claim purposes. If warranty records are not kept, the warranty shall be null and void.
- 3. Parallel strings should be limited to six (6) strings, except with an expressed written consent from PWRSS headquarters in Dallas, TX.
- 4. This warranty applies only to the original United States and Canada domestic purchaser (user) and is non-transferable internationally, except with the expressed written consent from PWRSS headquarters in Dallas, TX.
- 5. This warranty does not cover physical damage due to the acts of nature or man which stress the battery beyond design limits and exert undesirable influence aside from normal wear and tear.
- 6. PWRSS assumes no responsibility for any work accomplished or expenses incurred except with the expressed written consent from PWRSS headquarters in Dallas, TX.
- 7. Movement of batteries from original point of installation shall immediately void this product warranty, except with the expressed written consent from PWRSS headquarters in Dallas, TX.
- 8. Any storage shall be in a dry area having an average ambient temperature of 77°F (25°C), or less, and in accordance with PWRSS published installation/maintenance instructions.
- 9. PWRSS shall not be liable for indirect, incidental or consequential damages arising out of the sale or relating to the use of this product, and the purchaser assumes responsibility for all personal injury and property damage resulting from the handling, possession or use of the product. In no event shall the liability of PWRSS for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the product.
- 10. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT OR NEGLIGENCE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.