

# Limited Warranty

## For Modular Solutions Products



### Warrantor

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

### Products Covered

- Vertiv Modular Solutions (the “Product”) consisting of Vertiv and third-party components as defined on the initial submittal in all power capacities
- The following Vertiv Modular Solutions variations are covered:
  - Vertiv SmartMod Combo
  - Vertiv SmartMod DX and Vertiv SmartMod Max DX
  - Vertiv SmartMod CW and Vertiv SmartMod Max CW
  - MegaMod, PowerMod and Modular Data Center (MDC)
  - Custom Modular 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
- 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

Vertiv warrants to the first person, firm, association, or corporation for whom the product is originally installed for use (the “User”) that this Product is warranted to be free of defects in material and workmanship for a period of one (1) year from the date of the Product’s start-up (which corresponds to the warranty inspection, also known as L3 inspection), but not exceeding, in any case, eighteen (18) months from the shipment and its contents, regardless of the warranty of the individual items that make up the contents of the product when sold separately by Vertiv and its suppliers. Product shipment date is determined only from the bill of lading. Product start-up is determined only when the warranty inspection start-up forms for the container/solution are completed.

Documented Product warranty inspection (at start-up) must be performed by Vertiv personnel or a Vertiv-authorized partner. The warranty inspection form (completed at start-up) must be received and approved by Vertiv prior to commencement of any warranty coverage. The conditions of the Product start-up must meet the requirements necessary to assure proper operation as set forth in the Vertiv Installation, Operation and Maintenance (IOM) manual.

Vertiv will provide the User with a new replacement Product if the Product cannot be repaired (subject to the limitations in this Warranty), but at no cost to the User for Vertiv labor or transportation charges arising from the replacement of the Product, if Vertiv determines the failure of the Product was due to a defect in material or workmanship. Any terms and conditions of the User’s purchase order, order acknowledgement, or any other form of communication that are inconsistent with or in addition to the terms and conditions of this Warranty shall have no force or effect whatsoever. 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 first person, firm, association, or corporation for whom the product is originally installed for use (the “User”) 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 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. Updates, enhancements, additional components and modifications that occur prior to shipment will be covered.

### Warranty Claims Procedure and Services

Within thirty (30) days after User’s discovery of a defect, User must contact Vertiv at (800) 543-2378 and provide all material information relating to such alleged defect. Vertiv, in its sole discretion, shall direct the User to one of the following procedures:

- Subject to Product start-up and commissioning by Vertiv personnel and the other limitations specified herein, a Vertiv field service representative will repair the non-conforming Vertiv Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Vertiv’s inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Vertiv. Vertiv may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Vertiv’s option, such work can be performed in less time, with less expense, or in closer proximity to the Vertiv Product, or
- Vertiv, in its sole discretion, may either repair or replace the defective Product(s). For Products to be repaired, Vertiv 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. Vertiv will designate a shipping address (a “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.

## Items Covered

THIS WARRANTY WILL COVER the following finished goods (the “components”) that may or may not be in the prefabricated solution, depending on the final design. Covered components include (but are not limited to): whole enclosures, Automatic Transfer Switches (ATS), fire suppression, busways, rack Power Distribution Units (rPDUs), Vertiv Liebert CRV units, sealed valve regulated lead-acid (VRLA) batteries, three-phase Uninterruptible Power Supply (UPS) models, UPS Maintenance Bypass Cabinets (MBCs), switchgear, thermal heating, ventilation and air conditioning (HVAC), integrated Communications Operations Management systems (iCOMs), PDUs, Vertiv monitoring controls, or other miscellaneous components according to the Product’s final design.

## Items Not Covered

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, 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, 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 excludes products, subcomponents or modifications not included on the initial design after the product ships.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, (2) if applicable, Product start-up and commissioning performed by a third party other than Vertiv and/or its authorized representatives, and/or (3) if the Product contains an internal battery, the User allows such battery to discharge below the minimum battery voltage cutoff point, or if the User does not start recharging a discharged (or partially discharged) battery within forty-eight (48) hours of the discharge period. 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. The Warranty does not cover damage to the compressor if wired by non-Vertiv personnel or a partner not authorized by Vertiv.

## 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 GOODS AS SET FORTH HEREIN. IF USER’S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET GOODS 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 GOODS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

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