

WARRANTY

Limited Warranty

Precision Cooling Product Series: SRCOOL3K, SRCOOL33K, SRCOOL5K, SRCOOLDXRW, and SRP (USA AND CANADA)

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton ("Eaton").

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-user") of any Precision Cooling Products (individually and collectively, the "Product") purchased and registered with Eaton and cannot be transferred. This Warranty also applies when the Product is sold by Eaton for resale to an End-user through Eaton's partner channels (in both instances, the "End-user").

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twelve (12) months from the date of purchase for parts, or eighteen (18) months from the date of shipment (whichever occurs first) for parts, and ninety (90) days from the date of purchase for labor, as further clarified in the following sections.

WHAT THIS LIMITED WARRANTY COVERS: Eaton warrants that the Product (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective Warranted Item (including providing service, parts and labor, as applicable), at the option of Eaton.

If the Product is activated by Eaton, either included with select embedded startup products or on a paid startup order, onsite labor is included throughout the term of the Warranty.

If the Product is not activated by Eaton, any labor costs occurring after 90 days will be charged via a prepaid time and materials order. Installation of repair parts supplied as part of the Warranty remedy may require an Eaton Technician.

PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS: The Warranted Item will be repaired or replaced at an Eaton site, or such other location as determined by Eaton. Installation of repair parts supplied as part of the Warranty remedy may require an Eaton Technician.

If the Warranted Item is to be replaced by Eaton, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Eaton will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Eaton receives notice of the warranty claim. In such case, the End-user must return (at Eaton's expense) the defective Warranted Item to Eaton in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Eaton. If Eaton does not receive the defective Warranted Item, Eaton will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Eaton, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Eaton will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Eaton receives the defective product from the End-user.

In any case, Eaton will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or re-conditioned. All Warranted Items returned to Eaton and, in any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, End-user's neglect, misuse, misapplication, incorrect connection or external damage; (d) repair or alteration not performed by an authorized Eaton Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

THIS WARRANTY IS NOT VALID: (a) for Cooling products unless an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA) performs startup and commissioning of the Product; (b) if the Product is moved to a new location by someone other than an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA); or (c) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Labor warranty is not provided for Product located outside of the fifty (50) United States or the District of Columbia. Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty.

Eaton shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED).

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due to it (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also, during such time, the period of this Warranty shall continue to run, and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-user.

OBTAINING WARRANTY SERVICE: In the USA, call the Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, contact your local Eaton product sales or service representative for units purchased from those countries, or call the Customer Reliability Center in the USA at 919.845.3633 for units purchased in the USA that were shipped overseas. For comments or questions about this Warranty, write to the Customer Quality Representative, 8609 Six Forks Road, Raleigh, North Carolina 27615 USA