

## **Limited Warranty Statement**

This Warranty is offered by RPS America, Inc., a subsidiary of RPS S.p.A. Italy, and hereinafter referred to as "Riello UPS". This warranty sets forth Riello UPS' responsibilities in the unlikely event of a defect and explains you how to obtain performance under Warranty.

## **Terms of Warranty**

For Products sold to Users in the United States Canada and Mexico, and provided the Product is initially energized by an authorized Riello UPS service engineer, and that other conditions of this Warranty stated herein are met, Riello UPS warrants that the Product covered by this Warranty will conform to the description of such Product contained in drawings, specifications, catalogs, brochures and other product descriptions provided and shall be free from defects in material and workmanship for a period of twenty-four (24) months from the date the equipment is first energized by an authorized Riello UPS service engineer; however, this Warranty shall automatically expire twenty-eight (28) months from the date of shipment regardless of when the Product is first energized. During the time beginning when the products are shipped and until they are installed, the products must be stored in a clean/suitable environment. The Warranty for Product sold to users in the United States, Canada and Mexico covers parts and labor or full replacement of the Product at Riello UPS's sole discretion, to remedy the defect, including travel expenses. All other costs and expenses with respect to the defective Product shall be at the expense of the user.

For Products sold to users outside the United States Canada and Mexico, if Riello UPS, at Riello UPS's sole discretion determines that the Product is defective in material or workmanship within the scope of this Warranty, then, subject to the limitations and conditions specified herein, Riello UPS's sole obligation shall be to provide replacement parts.

This Warranty is extended to the first person, firm, association or corporation for whom the Product is originally installed (the "User"). This Warranty is not transferrable or assignable.

## **Warranty Claims Procedure**

User shall inspect the Product promptly upon receipt. User must within (30) days after User's discovery of a perceived defect contact Riello UPS promptly and notify Riello UPS of the perceived defect and the Product serial number. User shall provide Riello UPS with the opportunity to inspect the Product and the site in which it is installed. Riello UPS, at its option, may accept written reports and photographs supplied by the User detailing claimed defect as evidence to allow coverage of this Warranty. For Product sold to Users in the United States Mexico or Canada, if Riello UPS at Riello UPS's sole discretion determines that the Product is defective in material or workmanship within the scope of this Warranty, then, subject to the limitations and conditions specified herein, Riello UPS's sole obligation is to repair or replace, at Riello UPS's option, the Product or part thereof deemed by Riello UPS to be defective. The Product will be repaired or replaced on-site at the User's location or any other location determined by Riello UPS. User shall not return the Product with perceived defect unless authorized by Riello UPS, and all returns must be freight prepaid to Riello UPS to its West Chester, OH facility. The Warranty herein will apply only after Riello UPS's inspection discloses the claimed defect and shows no signs of treatment or use that would void this Warranty.

For Products sold to Users outside the United States Mexico and Canada, if Riello UPS, at Riello UPS's sole discretion, determines the Product is defective in material or workmanship within the scope of this Warranty, then, subject to the limitations and conditions specified herein, Riello UPS's sole obligation shall be to provide replacement parts or Product.

## **Limitations:**

THIS WARRANTY DOES NOT APPLY TO PRODUCTS WHICH ARE MISUSED, OR ABUSED, IMPROPER APPLICATION, WRONG OR INADEQUATE ELECTRICAL CONNECTION, INAPPROPRIATE SITE CONDITIONS, DAMAGE INCURRED DURING TRANSIT, DAMAGE FROM TAMPERING, ALTERATIONS OR DAMAGES DURING INSTALLATION, OR IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH RIELLO UPS'S INSTRUCTIONS. RIELLO UPS SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS WARRANTY OR OTHERWISE. THERE ARE NO OTHER WARRANTESS, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.