

POWERVAR Warranty Policies & Procedures

**Power Conditioners
Security One Series UPS
Security Two Series UPS
GTS Series UPS
Security XR and Ace Series UPS
Sinergy III Series UPS
Security Plus Series UPS
3200 Series UPS
Mobile Power Manager
Cylix Series Data Line Products**

A POWERVAR CORPORATE OFFICER MUST APPROVE ANY WARRANTIES, PROGRAMS OR POLICIES NOT STATED HEREIN IN WRITING BEFORE THEY WILL BE IMPLEMENTED WITH ANY CUSTOMER. ALL TERMS, PRICES, ETC., STATED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.

- I. Warranty Statement**
- II. Life Critical Applications**
- III. Policies**
 - A. Terms of Service**
 - B. Advanced Replacements**
 - C. Shipping Charges**
 - D. Returns for Credit**
 - E. Non-warranty Repair Charges**
- IV. Procedures**
 - A. Contacting POWERVAR Technical Support**
 - B. Return Material Authorization – Product Returns**
 - C. On-site Service**
 - D. Advanced Replacement Services**
 - E. Replacement Battery Packs**
- V. Service Programs**

I. Warranty Statement

Power Conditioner Products

Power conditioner products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **sixty (60) months** from date of shipment from POWERVAR. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. For Single Phase Products located anywhere, this warranty is limited to POWERVAR depot service. For three phase Products located in the continental United States or the United Kingdom, this warranty will include, at POWERVARs sole discretion, on-site service or POWERVAR depot service. For locations other than those specified herein, this warranty is limited to POWERVAR depot service. See the Limitations of Warranty section below for additional limitations & exclusions.

Security One Series, Security Two Series, and GTS Series Products

Security One Series products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **sixty (60) months** from date of shipment from POWERVAR, on the chassis & electronic components and **twenty four (24) months** from date of shipment from POWERVAR on the batteries. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. This warranty is limited to POWERVAR depot service. See the Limitations of Warranty section below for additional limitations & exclusions.

Security XR Series and ACE Series Products

Security XR Series, and ACE Series products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **twenty four (24) months** from date of shipment from POWERVAR, on the chassis & electronic components and **twenty four (24) months** from date of shipment from POWERVAR on the batteries. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. This warranty is limited to POWERVAR depot service. See the Limitations of Warranty section below for additional limitations & exclusions.

Sinergy III Series Products

Sinergy III Series products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **twenty four (24) months** from date of shipment from POWERVAR, on the chassis & electronic components and **twenty four (24) months** from date of shipment from POWERVAR on the batteries. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. This warranty is limited to POWERVAR depot service. POWERVAR may, at its discretion offer field repairs with warranty coverage limited to parts and labor only. See the Limitations of Warranty section below for additional limitations & exclusions.

Security Plus Series Products

Security Plus Series products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **thirty six (36) months** from date of shipment from POWERVAR, on the chassis & electronic components and **twenty four (24) months** from date of shipment from POWERVAR on the batteries. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. For Products 3 kVA and below located anywhere, this warranty is limited to POWERVAR depot service. For Products above 3 kVA located in the continental United States, Canada, United Kingdom or Germany, this warranty will include, at POWERVARs sole discretion, on-site service or POWERVAR depot service. For locations other than those specified herein,

this warranty is limited to POWERVAR depot service. See the Limitations of Warranty section below for additional limitations & exclusions.

3200 Series Products

3200 Series products (hereafter referred to as "Product") are warranted to be free from defects in material and workmanship for the lesser of **twenty four (24) months** from date of start up or **twenty seven (27) months** from shipment from POWERVAR, on the chassis , electronic components and batteries. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module within the Product. For Products located in the continental United States, this warranty will include on-site service. For locations other than those specified herein, this warranty is limited to parts only. See the Limitations of Warranty section below for additional limitations & exclusions.

Mobile Power Manager Products

Mobile Power Manager products (hereafter referred to as "Product") are warranted to be free from defects in material and workmanship for **twenty four (24) months** from date of shipment from POWERVAR. This warranty is limited to repairing, replacing, or refurbishing, at POWERVARs option, any defective component, circuit board or module (excluding batteries), within the Product. Any warranty provisions associated with batteries provided by POWERVAR for use with the Product are covered by the battery manufacturer. For Products located anywhere, this warranty is limited to POWERVAR depot service. For locations other than those specified herein, this warranty is limited to POWERVAR depot service. See the Limitations of Warranty section below for additional limitations & exclusions.

Cylix Series Data Line Products (North America)

Cylix Series Data Line products (hereafter referred to as "Product") are warranted to be free from defects in material and workmanship for **twelve (12) months** from date of shipment from POWERVAR. In an effort to protect connected equipment from damage caused by incoming power anomalies, these devices are designed to perform self sacrifice when operating under extreme conditions. This action constitutes normal operation and replacement under these conditions is not covered under warranty. This warranty is further limited to repairing, replacing, or refurbishing at POWERVAR option, any defective component contained within the Product or the Product itself only when the original Product is returned with a POWERVAR Return Material Authorization (RMA) number to POWERVAR or to a POWERVAR-designated repair facility. See the Limitations of Warranty section below for additional limitations & exclusions.

Batteries and Hot Swap Battery Kit Products (North America)

Individual batteries and hot swap battery kit products (hereafter referred to as "Product") are warranted to be free from defects in material and workmanship for **twelve (12) months** from date of shipment from POWERVAR. This warranty is limited to repairing or replacing, at POWERVARs option, any defective components only when the original Product is returned with a POWERVAR Return Material Authorization (RMA) number to POWERVAR or to a POWERVAR-designated repair facility. See the Limitations of Warranty section below for additional limitations & exclusions.

Replacement Parts (North America)

Replacement parts (hereafter referred to as "Parts") sold by POWERVAR or used by POWERVAR for Product repair are warranted to be free from defects in material and workmanship for the greater of the original Product warranty or:

- a) **Ninety (90) days** from date of shipment from POWERVAR for Parts used in repairs performed by POWERVAR on equipment returned to a POWERVAR designated repair facility.

- b) **Ninety (90) days** from date of installation by POWERVAR for Parts used in repairs performed by POWERVAR on equipment at the Customer site or any non-POWERVAR repair facility.
- c) **Ninety (90) days** from date of shipment from POWERVAR for Parts furnished by POWERVAR for installation by others.

Labor

Labor service (hereafter referred to as "Labor") performed by POWERVAR or any POWERVAR authorized service center is warranted to be performed in workmanlike fashion and in accordance with industry standards for the greater of the original Product warranty or **ninety (90) days** from date of performance.

Other Items Not Manufactured by POWERVAR (North America)

Certain modules and peripherals supplied with the Products but not manufactured by POWERVAR, including but not limited to fuses, batteries and other user-replaceable components, are warranted for the longer of **ninety (90) days** or the extent of the original manufacturer's warranty.

Limitations of Warranty

This limited warranty applies to the original end user of the Equipment and is non-transferrable unless advanced written approval is otherwise provided by POWERVAR. This warranty does not cover any losses or damage resulting from shipment to or from the Customer, or from improper installation, improper application, inappropriate environment, abuse, neglect, unauthorized modifications, adjustments, or repair of the Product. Additionally, any costs related to installation or de-installation of the Product for the purpose of replacement or servicing will be the Customers sole responsibility. POWERVAR makes no warranties, expressed or implied, of merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise. POWERVAR is not liable for incidental or consequential damages, monetary loss, loss of sales, or loss of business resulting from the failure or malfunction of the Product. Warranty is void on Product where evidence of tampering exists.

Improper long-term storage may damage the UPS batteries and invalidate the battery warranty. Disconnecting a UPS from its AC utility power source for an extended period of time results in lost battery charge. To keep the batteries fully charged and maximize the life of the batteries, connect the UPS to an AC power source while it is in storage. If this is not possible, the UPS must be connected to a power source for 24 hours at least once every 4 months, or every 2 months if the ambient temperature is more than 30°C (86°F).

Additionally, POWERVAR's warranty on batteries applies only to Products that are continuously connected to AC mains power, except during utility power outages. Products that are regularly and intentionally disconnected from AC mains power will experience battery discharge/charge cycles that are potentially far more numerous than those for which the battery was designed. As a result, Products used in such applications will experience substantially reduced battery life. Therefore, POWERVAR's standard warranty term does not apply in these cases and is supplanted by a **90 day** warranty from time of shipment from POWERVAR. The warranty provided by POWERVAR provides for the replacement of the battery or battery systems in the event that the batteries do not meet the performance specifications as determined by POWERVAR exclusively.

All warranty services will be performed during POWERVAR normal, non-holiday business hours (Monday through Friday, 8:00 AM – 5:00 PM CST). Any service required by Customer to be performed outside of normal business hours will be subject to POWERVAR's prevailing labor rates.

Exclusive Remedies

Except as set forth herein and except as to title, there are no warranties, express or implied, or any affirmations of fact or promises by POWERVAR for the Products, their merchantability, or fitness for any particular purpose. In no event shall POWERVAR be liable for lost profits, goodwill, or any other special or consequential damages. A POWERVAR Corporate Officer must approve any warranties, programs or policies not stated herein in writing before they will be implemented with any Customer. All terms, prices, etc., stated herein are subject to change without notice.

II. Life Critical Applications

While POWERVAR believes it designs and manufactures very reliable Products, many of the vendors that POWERVAR sources components from do not recommend or endorse the use of their Products in life critical applications. By extension, POWERVAR must adhere to the same business policy and does not recommend the use of our Products in life critical applications.

Disclaimer

POWERVAR Products are not designed, intended, authorized, tested, or UL Listed for use in systems intended to support or sustain life, or for any other application in which the failure of a POWERVAR Product could create a situation where personal injury or death may occur. Should Buyer purchase or use POWERVAR Products for any such unintended or unauthorized application, Buyer shall indemnify and hold POWERVAR and its officers, employees, subsidiaries, affiliates and distributors harmless against all claims, costs, damages and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim or personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that POWERVAR was negligent regarding the design or manufacture of the part.

III. Policies

A. Term of Service

POWERVAR will provide service on all its power conditioner, UPS and telephone line protector Products for both direct and non-direct Customers. Charges for labor and parts will be assessed according to whether the Product is under the warranty period, and whether the repair is categorized as a warranty or non-warranty repair.

Unless otherwise indicated in writing by POWERVAR, the warranty period begins on the date the POWERVAR Product is shipped to the Customer when shipped FOB from POWERVAR facilities or in the case of drop shipment, FOB from vendor facilities. When the POWERVAR Product is purchased through and shipped from an authorized Distributor or Reseller, the warranty period begins 90 days from the date of shipment from POWERVAR. Contact POWERVAR for information on its authorized Distributors and Resellers.

B. Advanced Replacements

For Single Phase Power Conditioner, Security One, GTS, Security XR, ACE, Sinergy III, and Mobile Power Manager Series Products, if the Product is found to be defective within 60 days of shipment from POWERVAR or its authorized Distributor or Reseller, POWERVAR, at the Customer's request, will ship a new replacement Product in advance of receiving the defective Product. If the Product is found to be defective more than 60 days from shipment from POWERVAR or its authorized Distributor or Reseller but less than the warranty expiration date and the Customer is a participant in any POWERVAR service plan which includes advanced replacement services, POWERVAR will ship the Customer a new or refurbished replacement Product. The Customer will recognize that the serial number of the replacement unit will not be the same as the serial number of the original unit. The warranty period from the original Product remains in effect on the replacement unit.

The Customer will be invoiced at the prevailing list price for the advanced replacement Product at the time of shipment from POWERVAR. Customer must return the defective Product to POWERVAR within 30 days of receipt of replacement Product to be eligible for full credit (pending warranty status & verification). POWERVAR may at its option, issue full, partial or no credit for any unit received after 30 days.

C. Shipping Charges

For Product returned to POWERVAR for repair under warranty, all shipping charges to POWERVAR will be the Customer's responsibility. Standard ground shipping charges to return the repaired Product or ship the replacement Product to the Customer, within the continental United States, United Kingdom, or Germany will be paid by POWERVAR. Costs related to other shipping terms or locations will be the responsibility of the Customer. All shipments of Product to POWERVAR must be prepaid. Shipments arriving collect to POWERVAR will be refused and returned to the Customer.

Note: In cases of returns categorized as non warranty, shipping damage due to improper packing or retest (no trouble found), the Customer will pay all shipping charges.

D. Returns for Credit

POWERVAR will take back any standard Products for credit within 60 days of the date of shipment from POWERVAR provided that the Product is in the original packaging and the packaging has not been opened. Non-standard Products (custom-made or “specials”); Products shipped from POWERVAR more than 60 days prior to the return request; or Products that have been opened are considered not returnable. A restocking fee amounting to 15% of the original purchase price will be assessed on all returns for credit. The Customer must obtain an RMA (Return Material Authorization) number from Technical Support in order to return any Product to POWERVAR (See *IV. Procedures*).

E. Non-Warranty Repair Charges

All costs related to repairs for Product failures not covered by POWERVAR’s standard warranty terms & conditions or extended service programs, such as shipping damage, improper use or application will be billable to the Customer at POWERVAR’s prevailing time & material rates. On-site services are billed portal to portal and will include all travel related expenses. Subject to POWERVAR’s sole discretion, these rates may be changed at any time and without advanced notice to the Customer. Please contact POWERVAR Technical Support for current time & material pricing. For billing purposes, Customer discounts do not apply to repair charges or spare parts. Any charges assessed to the Customer will be handled through the use of a POWERVAR approved hard copy purchase order or credit card to be provided prior to the commencement of service.

IV. Procedures

The following procedures have been established by POWERVAR for Customers to use in obtaining assistance for technical support, return material authorization numbers for Product returns, on-site support, advanced Product replacements, or replacement battery packs. Customers in need of Product repair services should first contact POWERVAR Technical Support to determine warranty status and repair location (POWERVAR depot services or On-Site Services).

A. Technical Support

For technical assistance on POWERVAR Products, the Customer may contact POWERVAR Technical Support at the following telephone numbers:

24 Hour Technical Support Call Center

For USA Only:

(800) 369-7179 – Phone

(847) 596-7100 – Fax

For Europe Only:

+44 (0) 1793 553980 – Phone

+44 (0) 1793 535350 – Fax

Other:

Contact local Distributor or Reseller

The Customer should have the following information ready when calling POWERVAR Technical Support:

- Part number of the POWERVAR Product located on the back of the unit.
- Serial number of the POWERVAR Product (same location as the part number).
- A detailed description of the problem including any power or environmental circumstances that may have precipitated the problem.

B. Return Material Authorization Numbers – Product Returns

All Products returned to POWERVAR must be accompanied by a return material authorization (RMA) number. To place a request for an RMA number for the return of defective Product to POWERVAR, the Customer may use the RMA link under the Customer Support section of the website.

www.POWERVAR.com

Otherwise, the Customer may call POWERVAR direct during normal business hours at the numbers indicated below.

For USA Only:
(847) 596-7000 – Phone

For Europe Only:
+44 (0) 1793 553980 – Phone

Procedure

The Customer should call POWERVAR Technical Support with the part number and serial number of the unit as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone, the RMA (Return Material Authorization) process will be initiated. For units within the warranty period, the Customer will be provided an RMA number. For units outside of the warranty period, the Customer will be advised of the potential service fees. The Customer must first provide an approved method of payment such as a POWERVAR approved purchase order or credit card before an RMA will be issued by POWERVAR. Once the RMA number has been issued, the Customer will then send the defective unit to POWERVAR for repair, with the RMA number marked clearly on the outside of the box and on the packing slip.

Note: To avoid shipping damage, the Customer should use the original carton and packing material from the unit. If these are not available, a box and packing material can be purchased for a fee by contacting POWERVAR Technical Support. Customer is responsible for damage to return Product due to improper packing or shipping.

Upon receipt of the returned Product, POWERVAR will perform testing to determine the method & cause of the Product failure. If the Product is found not to be defective, POWERVAR may at its discretion assess an inspection fee for the inspection, testing and return shipping of the Product. For defective Product, POWERVAR will take remedial actions to restore the Product to its original operating specifications. POWERVAR will make every reasonable effort to ensure that any Products returned to its designated repair facility for servicing are turned around in no more than ten (10) working days. Should POWERVAR deem the Product to be un-repairable or if the cost of repairing the Product exceeds the price of an equivalent replacement Product, POWERVAR will suggest a new or refurbished replacement Product.

At the conclusion of the service, POWERVAR will close the RMA. In the case of non warranty service, the Customer will be invoiced by POWERVAR in accordance with its time & material rates for the services provided.

C. On-Site Service

POWERVAR may offer at its discretion, or Customers may request on-site service for the repair of defective Product. In the course of performing on-site service, POWERVAR may require that the Customer de-energize the Product and its associated critical load for the purpose of safety. POWERVAR requires that a Customer representative be on hand throughout all phases of on-site service.

Procedure

The Customer should call POWERVAR Technical Support with the part number and serial number of the unit as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone, the on-site service process will be initiated. For units within the warranty period, the Customer will be provided a case number. For units outside of the warranty period, the Customer will be advised of the potential service fees. The Customer must first provide an approved method of payment such as a POWERVAR approved purchase order or credit card before a case number will be issued by POWERVAR. POWERVAR will then dispatch its authorized service representative as well as any parts it deems necessary to successfully perform the repairs, to the location (site) of the Product in accordance with the Customers schedule of availability. Customer will be responsible for the security of any parts sent in advance of the arrival of the service technician.

Upon arrival at the site, and pending Customer approval to begin work, the POWERVAR service representative will perform diagnostics and then repair services on the defective Product. For a variety of reasons including the need for additional parts or other resources, it may be necessary for the POWERVAR service representative to return to the site more than once to complete all necessary repairs.

At the conclusion of the service, POWERVAR will close the case and provide the Customer with a written report detailing the nature of the service as well as any corrective actions taken. In the case of non warranty service, the Customer will be invoiced by POWERVAR in accordance with its time & material rates for the services provided.

D. Advanced Replacement Services

Advanced Replacement Programs For Security One, Security XR, Sinergy III, Security Plus, ACE Series, Mobile Power Manager Products:

Under the Advance Replacement Program, POWERVAR will ship an advanced replacement Product to eligible Customers in exchange for the defective Product. If the defective Product is still within the two-year battery warranty period, the replacement Product will be sent with new batteries at no extra charge. If the defective Product is beyond the two-year battery warranty period, the Customer may choose to purchase new batteries for the replacement Product or to receive the replacement Product without batteries and swap the batteries from the defective Product.

Procedure

The Customer shall call POWERVAR Technical Support with the part number and serial number of the Product as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone and the Customer requests an advanced replacement Product, POWERVAR will ship a replacement Product to the Customer pending the receipt of a POWERVAR approved PO or credit card. An RMA number will be issued for the return of the defective Product. Upon receipt of the replacement Product, the Customer will return the defective Product to POWERVAR, with the RMA number marked clearly on the outside of the box and on the packing slip. To maintain credit eligibility, the Customer must return the defective Product to POWERVAR within 30 days of receipt of advanced replacement Product.

Note: To avoid shipping damage, the Customer should use the original carton and packing material from the unit. If these are not available, a box and packing material can be purchased for a fee by contacting POWERVAR Technical Support. Customer is responsible for damage to return Product due to improper packing or shipping.

Upon receipt of the returned Product, POWERVAR will perform testing to determine the method & cause of the Product failure. If the Product is found not to be defective or the cause of the Product defect is not covered by POWERVARs standard warranty terms & conditions, the Customer will be responsible for all fees at POWERVARs then prevailing rates, related to the advanced replacement services including the replacement Product itself, Product shipping and return Product inspection services. At the conclusion of the service, POWERVAR will close the RMA.

E. Replacement Battery Packs

To ensure optimal performance and battery life, POWERVAR selects premium quality batteries and tunes the UPS battery charger and test circuits to the characteristics of these batteries. With safety in mind, POWERVAR uses patented battery pack assemblies to ensure safe handling and easy installation. To preserve the performance and warranty of your UPS, use only original equipment replacement batteries.

Procedure

For Security One Series, ACE Series Products:

During the standard battery warranty period, if a replacement battery or battery pack fails due to defects in quality or workmanship, POWERVAR will ship a new battery pack (or packs, depending on the unit type) free of charge to the Customer. The Customer should call POWERVAR Technical Support with the part number and serial number of the unit as well as a fault description. Outside the warranty period, Customers should purchase factory replacement battery packs directly from POWERVAR. Visit POWERVAR on the web at www.POWERVAR.com for current pricing and order placement.

For Security XT Series, Security Plus Series Products:

Replacement internal batteries (if present), or batteries contained in external battery cabinets, are not user replaceable. Contact POWERVAR Technical Support for battery replacement options and current pricing (outside warranty period).

Disposal of Depleted Batteries

Within the U.S.: POWERVAR replacement battery packs are shipped with prepaid return shipping label to POWERVAR for proper recycling. Simply pack the depleted battery pack in the box and packing material the replacement pack was shipped in, seal the box and affix the return shipping label to the box. The box can be given to any FED-EX driver or call 1-800-GO FEDEX (1-800-463-3339) for the nearest FED-EX drop-off location. On-site battery replacements performed by a POWERVAR approved service representative (for batteries not user replaceable) include removal from the site and disposal/recycling in accordance with EPA regulations.

Outside the U.S.: Contact your local refuse processing facility for information on battery recycling in your area.

Note: Non-warranty batteries purchased by the Customer need not be returned to POWERVAR. In the case where a local disposal method, approved by local code and national regulation is available.

V. Service Programs

A variety of in warranty and out of warranty service programs are available, including:

- Original equipment replacement battery packs and extended run battery cabinets
- Extended warranties
- Preventive maintenance contracts
- On-site service options (including start-up/commissioning, battery replacement and site surveys)
- Turnkey installation
- Customer training
- Product refurbishment/re-certification program

Contact POWERVAR direct or your local POWERVAR authorized Distributor/Reseller for information on these programs.