

12 MONTH CARRY-IN WARRANTY

POWERMODE warrants that any Q-on Uninterruptible Power System ("UPS"), excluding UPS Battery ("BATTERY") (internal UPS battery and/or external battery cabinet) sold by POWERMODE to a user shall be free of defects in material and workmanship for a period of one year (12 months) from date of purchase from POWERMODE. The warranty period for the BATTERY is 12 months from date of purchase from POWERMODE. If any UPS, UPS parts, and/or BATTERY fail to conform or are defective then POWERMODE, at its option, will repair or replace such parts. The warranty period for a UPS or a UPS part is 12 months from date of purchase from POWERMODE. The warranty is offered on a return-to factory, carry-in basis. Repair turn-around is 10-20 working days from receipt.

LIMITATIONS AND EXCLUSIONS

1. This limited warranty shall not cover the UPS, UPS parts, or BATTERY during their respective warranty periods, if storage, maintenance, regular preventative maintenance, installation and operating conditions are not met throughout the warranty period.
2. Travel, travel time and on-site labour in normal hours or overtime time hours are separately billable and do not form part of this warranty.
3. This Warranty does not cover damage or defect caused by misuse, improper application, environment, wrong, over or inadequate electrical current/voltage/frequency, power surges, power spikes, inadequate connections, output or input short circuits, water damage, humidity or corrosion, flash-over failure due to dust or particulates, user negligence, repair by non-POWERMODE designated personnel, damage during shipment, tampering, alterations, a change in UPS and/or BATTERY location or application, exposure to the elements, acts of GOD, force majeure, theft, sabotage, installation contrary to POWERMODE's recommendations or specifications (Published Operations Manuals), also if serial numbers have been altered, defaced, or removed.
4. Repair or replacement of a defective UPS, UPS part, and/or BATTERY does not extend the respective original warranty period. All defective UPS, UPS parts, and/or BATTERIES shall be the property of POWERMODE upon replacement.
5. This warranty shall constitute the sole and exclusive remedy of all purchasers and users of the UPS, UPS part, and/or BATTERY. POWERMODE's responsibility for UPS, UPS parts, and/or BATTERY shall not exceed one times the net UPS and/or BATTERY purchase price. POWERMODE HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.