

## N1C Products Limited Warranty – NE-Series Lithium Battery UPS Systems

**WARRANTOR:** The warrantor for the limited warranties set forth herein is N1 Critical Technologies, Inc., a Wisconsin company ("N1C or Company").

**LIMITED WARRANTY PERIOD:** For units which are registered online at [www.lithium-ion-ups.com/warrantyregistration](http://www.lithium-ion-ups.com/warrantyregistration) the period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia, is sixty (60) months from the date of purchase, or sixty-six (66) months from the date of original shipment from the Company. For units which are not registered or are located in Canada, the warranty period is twenty-four (24) months from the date of purchase. Purchase documentation will be required.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the N1C three-phase UPS electronics and internal lithium batteries, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. If, in the opinion of N1C, a Warranted Item is defective and the defect is within the terms of this Warranty, N1C's sole obligation will be to repair or replace such defective item (including by providing service, parts and labor, as applicable), at the option of N1C. The Warranted Item will be repaired or replaced onsite at the End-user's location or such other location as determined by N1C. Any parts that are replaced may be new or reconditioned. All parts replaced by N1C shall become the property of N1C.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at a Company site or such other location as determined by Company.

**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, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by N1C personnel or performed by an authorized N1C Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment or any modification of any kind not authorized in writing by N1C personnel or performed by an authorized N1C Customer Service Engineer or Agent.

**COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.** Communications cards of any kind are not covered beyond 12 months from date of purchase.

This Warranty is not valid: (a) unless an authorized N1C 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 N1C 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 N1C are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty.

**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 N1C 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. N1C shall not be responsible for failure to provide service or parts due to causes beyond N1C's reasonable control. In no case will N1C'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; register the Product; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** N1C's obligations under this Warranty are expressly conditioned upon receipt by N1C of all payments due to it (including interest charges, if any). During such time as N1C 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, N1C 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 N1C representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA or Canada contact, N1 Critical Technologies, Inc. 211 N. Parker Drive, Janesville, WI 53545 (877)226-3311