N1C L60/L60i/L60XL/L60iXL Limited Warranty

Product(s) must be registered at <u>www.lithium-ion-ups.com/warrantyregistration</u> for warranty validation. Model Number and Serial Number are required for completion. Registration must be completed using the end-user's Company, Name, Address, and Email.

In the United States and Canada, N1 Critical Technologies, Inc. (N1C) warrants N1C equipment, when properly applied and operated within the conditions set forth in the proper N1C User Manual, against faulty materials or workmanship for a period of five (5) years for L60/L60i/L60XL/L60iXL products from the date of shipment to the original end user. N1C warrants the original internal lithium battery for a period of five (5) years from the date of shipment. For equipment sites within the United States and Canada, this warranty covers repair or replacement, at the sole discretion of N1C. For equipment sites within the United States and Canada, N1C will cover fully the standard ground freight expense of sending out a new UPS unit or battery for warranty exchange. The customer is responsible for the costs of shipping the defective product to N1C. For sites outside of the United States or Canada, the warranty period is for three years against faulty materials or workmanship and the internal lithium battery. Also, the customer is responsible for freight to and from N1C for all warranty claims.

This warranty applies only to the original purchaser, for a maximum term of five years (USA and Canada) or three years (outside of USA and Canada) from the ship date of the original UPS.

If equipment provided by N1C is found to be Dead-on-Arrival (DOA), N1C will be responsible for the costs of shipping product to and returning equipment from the customer in a timely manner as agreed to with the customer, once the customer has requested and received a Return Material Authorization (RMA) number. DOA equipment is defined as equipment that does not properly function according to user documentation when initially received and connected in conjunction with proper procedures as shown in the user documentation or via support provided by N1C personnel or authorized agents.

This warranty shall be void if (a) the equipment is repaired or modified by anyone other than N1C or a N1C approved third party; (b) the equipment is damaged by the customer, is improperly used or stored, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; or (c) the equipment has been used or stored in a manner contrary to the equipment's operating manual, intended use or other written instructions. Any technical advice furnished by N1C or a N1C authorized representative before or after delivery regarding the use or application of N1C equipment is furnished on the basis that it represents N1C's best judgment under the situation and circumstances, but it is used at the recipient's sole risk.

EXCEPT AS STATED ABOVE, N1C DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS STATED ABOVE, IN NO EVENT WILL N1C BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCI-DENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF N1C EQUIPMENT, including but not limited to, any costs, lost profits or revenue, loss of equipment, loss of use of equipment, loss of software, loss of data, cost of substitutes, or claims by third parties. Purchaser's sole and exclusive remedy for breach of any warranty, expressed or implied, concerning N1C equipment, and the only obligation of N1C under this warranty, shall be the repair or replacement of defective equipment, components, or parts; or, at N1Cs sole discretion, refund of the purchase price or substitution of an equivalent replacement product.