

### Limited 5 Year Warranty

Read the following terms and conditions carefully before using CyberPower Racks and/or Rack Accessories (the "Product"). By using the Product you consent to be bound by and become a party to the terms and conditions of this Limited Warranty (referred to as this "Warranty"). If you do not agree to the terms and conditions of this Warranty, you should return the Product for a full refund prior to using it.

#### Who is Providing this Warranty?

Cyber Power Systems, (USA) Inc. ("CyberPower") provides this Limited Warranty.

#### What Does This Warranty Cover?

This Limited Warranty covers defects in materials and workmanship in the Product under normal use and conditions.

#### What is the Period of Coverage?

In USA and Canada, CyberPower provides a five (5) year limited warranty to the original purchaser who owns the Product. For other regions, please contact your local CyberPower sales team for more information.

#### Who Is Covered?

This warranty only covers the original purchaser. Coverage ends if you sell or otherwise transfer the Product.

#### How to Make a Warranty Claim

1. In the USA and Canada, call us at (877) 297-6937 or write to us at CyberPower Systems (USA), Inc., 4241 12th Ave. E., STE 400, Shakopee, MN, 55379 or send an e-mail to us at tech@cpsww.com. For other regions, please contact your local CyberPower sales team for more information.
2. When you contact CyberPower, identify the Product, the Purchase Date, and Request a Claim Number.
3. You must provide a dated Proof-of-Purchase receipt (or other proof of the original purchase) and provide a description of the defect.
4. Pack and ship the Product to CyberPower and all claim forms that CyberPower provides to you. Show the Claim Number on the shipping label or include it with the product. You must prepay all shipping costs, you are responsible for packaging and shipment.

Purchaser agrees that failure to follow the warranty claim protocol is grounds for denial of their claim.

#### How Long Do I Have To Make A Claim?

All claims must be made within ten days of the occurrence.

#### What Will We Do To Correct Problems?

CyberPower will inspect and examine the Product within a reasonable period of time.

#### If the Product is defective in material or workmanship, CyberPower will, at its option:

- i. repair the CyberPower Product using new or previously used parts that are equivalent to new in performance and reliability,
- ii. replace the CyberPower Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- iii. exchange the CyberPower Product for a refund of your purchase price as demonstrated by a receipt showing the price you paid. If no receipt is provided and CyberPower processes your refund anyway, CyberPower may issue you a refund of the amount of the fair market value of the product, as determined by CyberPower in its sole discretion.

#### Who Pays For Shipping?

We pay when we send items to you; you pay when you send items to us.

#### What Isn't Covered by This Warranty?

This Limited Warranty does not cover or apply to: normal wear, misuse, modification, operation or storage outside environmental limits of the Product, nor for damage while in transit or in storage, nor if there has been improper operation or maintenance, or use with items not designed or intended for use with the Product, etc.

What Are the Limitations? TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. CYBERPOWER DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, CYBERPOWER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT CYBERPOWER'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.. Additionally, the Product must have been used properly in a suitable and proper environment and in conformance with any license, instruction manual, or warnings provided with the Product.

Regardless of the basis on which you are entitled to claim damages from CyberPower IN NO EVENT WILL CYBERPOWER BE LIABLE TO YOU FOR INJURY OR DAMAGE TO BUSINESS, PROFITS, REVENUES OR GOODWILL OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Regardless of the basis on which you are entitled to claim damages from CyberPower IN NO EVENT WILL CYBERPOWER BE LIABLE TO YOU FOR INJURY OR DAMAGE TO BUSINESS, PROFITS, REVENUES OR GOODWILL OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.