TOSHIBA INTERNATIONAL CORPORATION UNINTERRUPTIBLE POWER SYSTEMS LIMITED WARRANTY POLICY (48 contiguous U.S. States, Canada & Mexico)

TOSHIBA INTERNATIONAL CORPORATION (TIC) warrants that any Uninterruptible Power Systems (UPS) with or without internal batteries, Ancillary Items such as External battery systems (Cabinet or Rack), Maintenance Bypass System, Auxiliary Distribution Cabinet(s) or monitoring / communication hardware sold by TIC shall be free of defects in material and workmanship. This warranty applies to all UPS series in table below:

Table 1 -	Warranty	Coverage
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UPS Series	UPS Warranty Period	Battery Warranty Period	Service	
1000 / T1000 ¹	36 months from shipment	24 months from shipment	Depot	
1600XP / 1600XPi	36 months from shipment	24 months from shipment	On-Site	
4300 / 4400 / 5000/ G8000 / G9000 / G2020	36 months from shipment	36 months from shipment	On-Site	
Ancillary Items ²	12 months from shipment	_	On-Site/Depot	

1. For 1000 and T1000 Series UPS the user pays to ship the unit to a Toshiba designated Authorized Service Center. Toshiba will pay the freight to return the unit to the user.

2. Ancillary Items not purchased from TIC that are integral to the function of the UPS (e.g. Battery Cabinets, TIE cabinets for parallel systems) shall void this warranty unless written consent is obtained from Toshiba prior to start-up.

LIMITATIONS AND EXCLUSIONS

Shipment date is determined by date on the TIC Bill of Lading.

Service area limited to the contiguous 48 states, Mexico, and Canada. Outside of Service area, onsite warranty service requires factory quote.

All Three Phase UPS units require Factory Authorized Startup to Activate this Warranty. This limited warranty does not cover the batteries, internal or external during the warranty period, if storage, maintenance, installation, operating conditions, number of discharge and recharge cycles per the battery manufacturers published recommendations are not met. This Warranty does not cover damage or defect caused by misuse, improper application, wrong or inadequate electrical current/voltage/frequency, inadequate connections, user negligence, repair by non-Toshiba designated personnel, shipping damage, tampering, or unauthorized alterations to product sold, change of location or application, exposure to the elements, acts of God, force majeure, theft, sabotage, installation contrary to TIC's recommendations or specifications or if serial numbers have been altered, defaced, or removed.

A Battery System shall be considered defective when all environmental (77°F (25°C) ambient recommended) and performance conditions listed by the battery manufacturer have been satisfied, and the battery fails to provide 80% of its rated capacity.

Repair of a defective UPS, and/or Ancillary Item does not extend the respective original warranty period. All defective parts shall be the property of TIC upon replacement.

This warranty shall constitute the sole and exclusive remedy of all purchasers and users of the UPS, and/or Ancillary Items. TIC's responsibility shall not exceed the net purchase price of the product for which the warranty applies.

Replacement of defective product/unit does not include cost of removal, shipping, or any charges or cost associated with unit replacement.

TIC HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PROCEDURE FOR WARRANTY REPAIR

User must contact TIC UPS Service Department 24x7x365 at 877-867-8773. or via e-mail <u>TIC-UPSService@Toshiba.com</u>, no later than 30 days after discovery of occurrence or defect in UPS or Ancillary Items, **and in no event after the expiration of the respective warranty period**. A Purchase Order must be supplied by the User to initiate Warranty repair or replacement. The User's PO will not be charged if the repairs meet the warranty conditions described herein, with the exceptions as noted in Limitations and Exclusions and subject to the limitations of this policy. An authorized TIC service representative shall repair/replace the UPS or Ancillary Items warranted hereunder, without charge for material, labor on-site except in cases presented herein. If TIC determines that the requested **repair is not covered under this limited warranty policy, then TIC shall advise** customer and quote cost of repair. Repair charges shall be based on service parts prices and prevailing service charges at the time of repair.

- Normal service is available 8 A.M. 5 P.M., Monday Friday, excluding holidays.
- Enhanced warranty and service packages are available by contacting TIC at 877-867-8773 or via e-mail TIC-UPSService@Toshiba.com

MODIFICATIONS

No representative, salesperson, agent, distributor, or employee of TIC is authorized to modify any of the terms of this warranty, unless modifications are made in writing and signed by an authorized TIC officer.

THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN TIC AND USER WITH RESPECT TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS, OR AGREEMENTS RELATING TO THIS SUBJECT.

Model Number:	Serial Number:
Warranty Start Date:	Warranty End Date: