

The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the Initial Customer. Damaged equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, CyberPower reserves the right to be subrogated under any existing insurance policies the claimant may have.

CONDITIONS COMMON TO THE LIMITED WARRANTY AND THE CONNECTED EQUIPMENT GUARANTEE

While the Limited Warranty and the Connected Equipment Guarantee are separate, they do share the following terms.

The Limited Warranty and the Connected Equipment Guarantee Do Not Apply Unless The Initial Customer:

1. Has properly connected the Surge Suppressor and the Connected Equipment to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code (ANSI/NFPA 70)), without the use of any adapters, extension cords or other connectors.
2. Has plugged the Surge Suppressor directly into the power source and must not have "daisy-chained" the Surge Suppressor together in serial fashion with another Surge Suppressor, grounding adapter, extension cord, or other surge product. Any such installation voids the Limited Warranty and Connected Equipment Guarantee.
3. Has provided a suitable and proper environment for use and installation of the Surge Suppressor and Connected Equipment.
4. Has properly installed and operated the Surge Suppressor and Connected Equipment.
5. Has operated the Surge Suppressor at all times within the limitations on the Surge Suppressor's VA capacity as stated in this User Manual.

CyberPower Does Not Cover or Undertake Any Liability in Any Event for Any of the Following:

1. Loss of or damage to data, records, or software, the restoration of data or records, or the reinstallation of software.
2. Damage from causes other than Power Disturbances (as defined above) on an AC Power Line on properly installed, grounded and code-compliant 120 volt power lines in the United States and Canada; or a Power Disturbance on standard telephone land lines, PBX telephone equipment lines, ethernet lines, or coaxial cables when properly installed and connected.
3. Damage from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, or abuse, misuse, or alteration of either the Surge Suppressor or the Connected Equipment.

Rated Capabilities Limitation

Surge Suppressor's are designed to eliminate disrupting and damaging effects of momentary (less than 1ms) voltage spikes or impulses from lightning or other power transients. If it can be shown that a voltage spike lasting longer than 1ms has occurred, the occurrence will be deemed outside the rated capabilities of the Surge Suppressor and the Limited Warranty and Connected Equipment Guarantee are void.

Exclusion of Consequential and Other Damages

The sole and exclusive remedies of the Initial Customer are those provided by the Limited Warranty and Connected Equipment Guarantee. This exclusion of other express warranties applies to written and oral express warranties. CyberPower excludes any liability for personal injury under the Limited Warranty and Connected Equipment Guarantee. CyberPower excludes any liability for direct, indirect, special, incidental or consequential

damages, the specific limited agreement of CyberPower to provide certain warranty benefits regarding Connected Equipment under the CyberPower Connected Equipment Guarantee), loss of profits, business interruption, loss of information or data. This exclusion applies even though damage or loss is caused by negligence or other fault. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

DO NOT USE FOR MEDICAL OR LIFE SUPPORT EQUIPMENT OR OTHER HIGH RISK ACTIVITIES OR WITH AQUARIUMS

CyberPower does not sell the Surge Suppressor for use in high-risk activities or with aquariums. The Surge Suppressor is not designed or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications, or for use in any circumstance in which the failure of the Surge Suppressor could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). CyberPower expressly disclaims any express or implied warranty of fitness for High Risk Activities or with aquariums. CyberPower does not authorize use of any Surge Suppressor in any High Risk Activities or with Aquariums.

ANY SUCH USE IS IMPROPER AND IS A MISUSE OF A CYBERPOWER SURGE SUPPRESSOR.

The Limited Warranty and the Connected Equipment Guarantee are governed by the laws of the United States and the State of Minnesota, without reference to conflict of law principles.

The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Contact Information: Cyber Power Systems (USA), Inc., 5555 12th Ave E, Suite 110, Shakopee, MN 55379, (877) 297-6937 (toll free). Cyber Power Systems (USA), Inc. is the warrantor under this Limited Warranty and Connected Equipment Guarantee. You may also visit CyberPower on the Internet at www.cyberpowersystems.com.

FCC Notice

This equipment has been tested and found to comply with the limits for a Class B Digital Device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures: (1) Reorient or relocate the receiving antenna. (2) Increase the separation between the equipment and receiver. (3) Connect the equipment into an outlet on a circuit different from that to which the receiver is connected. (4) Consult the dealer or an experienced radio/TV technician for help.

CAUTION: A shielded-type power cord is required in order to meet FCC emission limits and also to prevent interference to the nearby radio and television reception. It is essential that only the supplied power cord be used. Use only shielded cables to connect I/O devices to this equipment.

CAUTION: Any changes or modifications not expressly approved by the guarantee of this device could void the user's authority to operate the equipment.

Lifetime Limited Product Warranty

CyberPower®

Ten Outlet Broadband Networking Surge Suppressor With Audio / Video, Network and Phone / Fax Protection

Model #1085

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Cyber Power Systems (USA), Inc.
5555 12th Ave E, Suite 110, Shakopee, MN 55379
(877) 297-6937 (toll free) Fax: (952) 403-0009
www.cyberpowersystems.com

LIMITED WARRANTY AND CONNECTED EQUIPMENT GUARANTEE

By purchasing a CyberPower Model 1085 in the United States or Canada, the original end-user consumer purchaser (referred to as the "Initial Customer") receives a Limited Warranty and a Connected Equipment Guarantee.

Limited Warranty. The Initial Customer receives the limited warranty explained below (referred to as the "Limited Warranty") for the CyberPower Model 1085 (referred to as the "Surge Suppressor").

Connected Equipment Guarantee. CyberPower provides the Initial Customer with limited additional protection in the event that the Surge Suppressor is defective in materials or workmanship and certain equipment plugged into the Surge Suppressor is damaged.

This Limited Warranty and Connected Equipment Guarantee gives you specific rights, and you may have other rights, which vary from State to State or Province to Province.

If you are the Initial Customer, you are asked to read the following terms and conditions carefully before using the Surge Suppressor. By using the Surge Suppressor you consent to be bound by and become a party to the terms and conditions of the Limited Warranty and Connected Equipment Guarantee provided in this document. If you do not agree to the terms and conditions of the Limited Warranty and Connected Equipment Guarantee, you should return the Surge Suppressor for a full refund prior to using it.

LIMITED WARRANTY

CyberPower warrants to you, the Initial Customer, that the Surge Suppressor will be free from defects in material and workmanship for its lifetime, subject to the terms of this Limited Warranty. This Limited Warranty gives you specific rights, and you may have other rights, which vary from State to State or Province to Province.

This provision shall NOT create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Surge Suppressor. The Limited Warranty does not cover or apply to: misuse, modification, operation or storage outside environmental limits of the Surge Suppressor, a Surge Suppressor in transit, in shipment, or in storage, improper operation or maintenance, or use with items not designed or intended for use with the Surge Suppressor. You must contact CyberPower within fifteen (15) days of the failure of the Surge Suppressor in order to make a warranty claim.

Exclusive Remedies Under Limited Warranty

Your exclusive remedy and CyberPower's sole obligations are as follows for the Surge Suppressor:

If (a) the Surge Suppressor you purchased and still own is defective in material or workmanship under this Limited Warranty or any applicable warranty imposed by law, and (b) all Limited Warranty requirements have been met, CyberPower will repair or replace the Surge Suppressor if it proves to be defective in material or workmanship.

Making a Limited Warranty Claim

To make a Limited Warranty claim, you must do the following:

1. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer (the original end-user consumer purchaser) of the Surge Suppressor.

2. Call CyberPower at (877) 297-6937 (toll free), or write to CyberPower at 5555 12th Ave E, Suite 110, Shakopee, MN 55379, **within FIFTEEN (15) days of the failure of the Surge Suppressor.**

3. When you contact CyberPower, identify the Surge Suppressor by model number, provide the purchase date, and request Return Materials Authorization (RMA) information from CyberPower.

4. Pack and ship the Surge Suppressor to CyberPower as instructed in your RMA. Show the RMA code on the shipping label or include it with the Surge Suppressor. **You MUST prepay all shipping costs and you are responsible for packaging and shipment.**

CyberPower will inspect and examine the Surge Suppressor. If the Surge Suppressor is defective in material or workmanship, CyberPower will repair or replace the Surge Suppressor and return it to you at CyberPower's expense, or, if CyberPower is unable to or decides not to repair or replace the Surge Suppressor (if defective) within a reasonable time, CyberPower will refund to you the full purchase price you paid for the Surge Suppressor (purchase receipt showing price paid is required).

CONNECTED EQUIPMENT GUARANTEE

The Initial Customer is protected for the life of the Surge Suppressor against certain losses due to the Surge Suppressor's defective material or workmanship that is directly and properly connected to electronic equipment (referred to as the "Connected Equipment"), subject to certain terms and conditions provided below.

The Connected Equipment Guarantee is not "first dollar" coverage. CyberPower's obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources regarding the Connected Equipment, including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery, including but not limited to a claim under any applicable insurance, other warranty, or extended warranty.

To be covered under the Connected Equipment Guarantee: (a) you must notify CyberPower within fifteen (15) days of the event for which you intend to make the Connected Equipment claim; (b) the Surge Suppressor must have been defective in material or workmanship and such defect must have directly and proximately caused the damage; (c) the Connected Equipment must have been damaged by a transient, spike, or surge (a "Power Disturbance") on an AC Power Line on properly installed, grounded, and code-compliant 120 volt power lines in the United States and Canada, or by a Power Disturbance on standard telephone land lines, PBX telephone equipment lines, ethernet lines, or coaxial cables that are properly installed and connected; and (d) is directly plugged into and properly connected to the Surge Suppressor in its original condition which is properly operated when a Power Disturbance passes through the Surge Suppressor and (i) exhausts the protection capacity of the Surge Suppressor or (ii) damages the Surge Suppressor.

Further, the Connected Equipment Guarantee does not apply if the Surge Suppressor has been operated in a failure mode or not in compliance with CyberPower operating instructions and manuals, or if the Connected Equipment has not been operated in compliance with the instructions and manuals of its manufacturer/vendor.

CyberPower's total liability under this Connected Equipment Guarantee is limited to the Agreed Damage Amount (defined below).

Making a Connected Equipment Guarantee Claim

To make a claim for damage to Connected Equipment under the Connected

Equipment Guarantee, you must do the following:

1. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer of the Surge Suppressor.
2. Call CyberPower at (877) 2797-6937 (toll free), or write to CyberPower at 5555 12th Ave E, Suite 110, Shakopee, MN 55379, within fifteen (15) days of the date of the event for which you wish to make a Connected Equipment claim.
3. When you contact CyberPower, identify the Surge Suppressor (by model number) and the item(s) of Connected Equipment (by manufacturer and model). Have information on all applicable insurance or other resources of recovery/payment that are available to the Initial Customer and the name of the power utility supplier for the location of the Connected Equipment. CyberPower will then send you additional instructions and the appropriate claim forms.

CyberPower's Duties

CyberPower will inspect and examine the Surge Suppressor and the item(s) of Connected Equipment (or at CyberPower's election, your written statement and repair cost estimate for those item(s)). You must return the Surge Suppressor for inspection.

If the damage to Connected Equipment is covered by the Connected Equipment Guarantee, CyberPower's sole obligation and the Initial Customer's exclusive remedy is: repair (or pay the cost of repair) or replacement of the Connected Equipment by CyberPower, or at the option of CyberPower, as permitted by law, payment by CyberPower to the Initial Customer the Agreed Damage Amount for the Connected Equipment. The "Agreed Damage Amount" for all items of the Initial Customer's Connected Equipment shall be the lesser of the amount determined under Clause (1) or (2) below, reduced by any amounts described in Clause (3) below:

1. The fair market value of the Connected Equipment as established by the lower of (a) the average price the same or similar items are being sold for on eBay, (b) the price list of Orion Blue Book (or if such price list is no longer published, a published or announced price list reasonably selected by CyberPower), or (c) the lowest price the same or similar items can be purchased for in the United States; or
2. The Aggregate Limit for all Connected Equipment of \$500,000, minus:
3. The amount(s) of all payment you have or are entitled to receive from insurance, other warranties, extended warranties, or from other sources or persons for the Connected Equipment or damage to such equipment so that CyberPower's maximum liability shall be reduced to reflect all such other payments or sources of recovery.

If CyberPower replaces the connected equipment or pays the Agreed Damage Amount to the Initial Customer, the Initial Customer shall transfer all item(s) to CyberPower without warranty by the Initial Customer, but free of lien or other interest.

CyberPower reserves the right to inspect the Surge Suppressor, the Connected Equipment, and the site where the event occurred. All costs of shipping the Surge Suppressor and the Connected Equipment to and from CyberPower for inspection shall be borne solely by the Initial Customer. CyberPower reserves the right to negotiate the cost and choose the facility at which any repairs will take place, and CyberPower must be notified and approve any repair facility before any Connected Equipment is serviced. Any repair or modification of the Connected Equipment or Surge Suppressor by a facility or entity not approved by CyberPower voids this Connected Equipment Guarantee. If CyberPower determines, in its sole discretion, that it is impractical to ship the damaged equipment to CyberPower, CyberPower may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment.