

LIFETIME LIMITED WARRANTY

SM-UPS 10-40kW

PRODUCT REGISTRATION

CyberPower requests that you complete the Warranty Registration of the Product at its website (www.cyberpowersystems.com/registration) to establish that you are the Initial Customer of the Product, and therefore entitled coverage under the Limited Warranty. Registration is not required for coverage, but if you do not register your purchase, you will be required to provide proof of purchase for warranty processing.

LIMITED WARRANTY

Thank you for purchasing a CyberPower product. Misusing or incorrectly connecting the Product may damage the Product or any equipment connected to the Product ("Connected Equipment") or create hazardous conditions. Failure to follow the instructions as outlined in the installation, user and service manuals will void the Product's Warranty. By using the Product you consent to be bound by and become a party to the terms and conditions of this Limited Warranty (together referred to as the "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") is the warrantor under this Warranty. Except as required by law, this Warranty only covers the original purchaser ("Initial Customer"). The Warranty may not be transferred to any third party and coverage ends if the Initial Customer sells or otherwise transfers the Product. To be covered the Initial Customer must still be the owner of the Product at the time of the failure that results in the claim made under this Warranty ("Occurrence").

TO THE FULLEST EXTENT PERMITTED BY LAW, CYBERPOWER SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR DAMAGE TO OR LOSS OF PROPERTY, FOR INJURY OR DAMAGE TO BUSINESS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR LOSS OF PROFITS, REVENUES OR GOODWILL. CYBERPOWER SHALL HAVE NO LIABILITY FOR PERSONAL INJURY UNDER THIS WARRANTY. THESE EXCLUSIONS APPLY REGARDLESS OF CAUSE, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR FAULT), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH. THE PREVAILING PARTY SHALL BE ENTITLED TO THEIR COSTS, DISBURSEMENTS AND REASONABLE ATTORNEY'S FEES AND FOR ANY CLAIM UNDER THE WARRANTY OR OTHERWISE ASSOCIATED WITH THE PRODUCT.

WHAT DOES THIS WARRANTY COVER?

This Warranty is a Limited Warranty, subject to the limitations and exclusions set forth herein. This Warranty covers defects in materials and workmanship in the Product under normal use and conditions when the Product has been installed and used in accordance with all applicable instructions. It does not cover equipment connected to the Product at the time of the Occurrence ("Connected Equipment") that was damaged due to the failure of the Product.

The Warranty only protects against damage where CyberPower has determined, in its sole discretion, that the damage resulted from the Occurrence, and does not protect against acts of God or nature (other than lightning) such as fire, flood, wind, rain, rising water, earthquake, war, vandalism, theft, leakage or breakage of plumbing, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration.

WHAT IS THE PERIOD OF COVERAGE?

This warranty covers the Initial Customer that the Product will be free from original defects in material and workmanship for 12 months from the date of a product startup or 18 months from the date the product was shipped, whichever comes first as subject to the terms of this Warranty.

WHO IS COVERED?

Except as required by law, this Warranty only covers the original purchaser ("Initial Customer"). The Warranty may not be transferred to any third party and coverage ends if the Initial Customer sells or otherwise transfers the Product. To be covered the Initial Customer must still be the owner of the Product at the time of the failure that results in the claim made under this Warranty ("Occurrence").

HOW DO YOU GET WARRANTY SERVICE?

1. Before contacting CyberPower, identify Your Product model number, all serial numbers, and the Purchase Date.
2. Email us at na.3phasesupport@cyberpower.com or Call us at (855) 797-4287.

If your product requires warranty service you must provide a copy of your dated purchase receipt or invoice.

If you purchased an extended warranty or service contract, you will need to reference the registration for it.

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

WHO PAYS FOR SHIPPING?

1. If replacement parts are being sent under an extended warranty or service contract, responsibility for shipping costs will follow the contract terms.
2. If you do not have a service contract, then we pay when we send items to you; you pay when you send items to us.

This Warranty is valid in all 50 U.S. states, the District of Columbia, Puerto Rico, and Canada. All other countries or territories are expressly excluded. The Warranty is null and void if CyberPower or its representative determines, in its sole discretion, that the Product or Connected Equipment has been improperly installed, operated, applied or maintained, operated in a failure mode or not in compliance with any license, instructions, labels, or warnings provided with the Product or

the Connected Equipment, or if the Product or Connected Equipment has been altered in any way or tampered with. The Product must have been used at all times within the limitations of the Product's ratings and specifications.

CyberPower reserves the right of subrogation under any existing insurance policies the Initial Customer may have. CyberPower's obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, or forum selection clauses, so those limitations may not apply to you. This Warranty gives you specific legal rights and you may have other rights, which vary from State to State or Province to Province. Additionally, State or Provincial law may adjust the terms of the Warranty or the State or Province may impose additional obligations, or additional "implied warranties." To the extent necessary to comply with those laws, the terms of this Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law. Where any term of this Warranty is prohibited by such laws, that term shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.

This Warranty is 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 on Contracts for the International Sale of Goods is expressly excluded. Unless prohibited by law, any action to enforce the terms of this Warranty or for any other claim you may have associated with the Product, shall be brought in the State or Federal Court serving Scott County, State of Minnesota, United States of America. However, before bringing a claim for a breach of a warranty, a claimant shall pursue a Warranty with CyberPower as set forth in this Warranty; however to the extent the claimant's claim is not for a breach of warranty this informal mechanism shall not be required.

HOW DO YOU OPEN A WARRANTY CLAIM?

1. Call us at (855) 797-4287 or write to us at Cyber Power Systems (USA), Inc., 4241 12th Ave. E., STE 400, Shakopee, MN 55379, or submit a ticket at www.cyberpowersystems.com/support/, within 10 days of the occurrence.
2. When you contact CyberPower, identify the Product, the Purchase Date, and Request a Claim Number.
3. You must provide a dated purchase receipt (or other proof of the original purchase) for the Cyber Power unit.
4. Pack and ship the affected component(s) or Product as directed 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, and you must pay the cost of the repair estimate.

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 or its representative will inspect and examine the Product. CyberPower reserves the right to inspect the Product, any and all Connected Equipment, and the site of the Occurrence. The Product and all Connected Equipment must remain available for inspection until the claim is finalized. If it is determined by CyberPower or its representative, in its sole discretion, that a defect resulted in failure of the Product during its normal use, during the Warranty period described herein, CyberPower's sole responsibility is to repair, replace, or refund the Product (at CyberPower's sole option), subject to the terms and limitations set forth herein.

WHAT ARE THE LIMITATIONS?

To the extent permitted by law, this Warranty and the remedies set forth are your sole and exclusive remedy and are provided 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 one year or the duration of this Limited Warranty if so required, and, at CyberPower's option, the repair or replacement services described herein. Some States or 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.

WHAT ARE SOME EXAMPLES OF WHAT THIS WARRANTY DOES NOT COVER?

1. This Warranty does not cover any software that was damaged or needs to be replaced due to the failure of the Product or any data that is lost as a result of the failure or the restoration of data or records, or the reinstallation of software.
2. This Warranty does not cover or apply to: misuse, modification, operation or storage outside environmental limits of the Product or the equipment connected to it, 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, such as laser printers, appliances, aquariums direct patient care medical or life support devices, etc.
3. This Limited Warranty does not cover or apply to: products which are not defective or broken or which are working as described in the user manual; to any misuse, modification, operation or storage outside environmental limits of the Product or the Connected Equipment, nor for damage while in transit or in storage, nor if there has been improper installation, operation or maintenance, or for use with items not designed or intended for use with the Product. All warranties are null and void if, in CyberPower's

sole discretion: the Product in use during the Occurrence is not provided to CyberPower or its representative for inspection upon CyberPower's or its representative's request at the sole expense of the Initial Customer; CyberPower or its representative determines that the Product or Connected Equipment have been improperly installed, altered in any way or tampered with; CyberPower or its representative determines that the damage did not result from the Occurrence or that no Occurrence in fact took place; or if CyberPower or its representative determines that the Product or the Connected Equipment were not used under normal operating conditions or in accordance with all labels or instructions.

4. The Limited Warranty does not cover or apply to any Connected Equipment.

WHAT OTHER LIMITATIONS APPLY?

The sole and exclusive remedies of the Initial Customer are those provided by this Warranty.

1. This Warranty does not apply unless the Product and the equipment that was connected to it were connected to properly wired and grounded circuits.
2. 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 and the equipment connected to it.

The Product must have been used at all times within the limitations on the Product's VA capacity. The Product was 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 Product and the Limited Warranty is void. CyberPower Does Not Cover or Undertake Any Liability in Any Event for Any of the Following:

1. CyberPower excludes any liability for personal injury under the Limited Warranty. CyberPower excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property [EXCEPT FOR (AND ONLY FOR) the specific limited agreement of CyberPower to provide certain warranty benefits, loss of profits, business interruption, or loss of information or data. 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.
2. WARNING! Do not use for medical or life support equipment, for fail safe operations, or other high-risk activities. This Product is not designed or intended for use in high-risk activities or 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 Product 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 does not authorize use of any of its products in any High-Risk Activities and CyberPower expressly disclaims any express or implied warranties for use in High-Risk Activities. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF THE PRODUCT.

3. CAUTION! This Product is not for use with aquariums, salt lamps, or any other water-related products. To reduce the risk of fire or electric shock, do not use with or near, water, water-related products, or any other liquid or source of moisture.
4. CAUTION! This Product is not for use with any high current flow use such as appliances, space heaters, or laser printers.
5. Damage from any circumstance described as excluded above with respect to the Product.
6. Loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software.
7. Damage from causes other than AC Power Line Transients, spikes, or surges on properly installed, grounded and code-compliant utility power lines in the United States and Canada; transients, surges or spikes on standard telephone land lines, PBX telephone equipment lines or Base 10/100/1000T Ethernet lines, when properly installed and connected. (This exclusion applies, for example, to fluctuations in data transmission or reception, by CATV or RF transmission or fluctuations, or by transients in such transmission.)
8. Damage caused by unprotected phone, network, or coaxial cables. If the connected phone, network, or coaxial cables are not protected the Warranty is null and void if a power disturbance damages your Connected Equipment through the phone, network, or coaxial lines. You are only covered if the disturbance entered through the AC lines.
9. Damage following any alternation, modification, or tampering with the Product.
10. Damage when the Product was not installed or used in accordance with the user manual.
11. Damage when the Product is used contrary to any instructions provided with the Product, or for any unintended or prohibited use.

WHERE CAN I GET MORE INFORMATION?

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

CYBERPOWER IS THE WARRANTOR UNDER THIS LIMITED WARRANTY.

For further information please feel free to contact CyberPower at: Cyber Power Systems (USA), Inc.
4241 12th Ave E., STE 400, Shakopee, MN 55379
(877) 297-6937
<https://www.cyberpowersystems.com/support/#support-request-start>

NEED ADDITIONAL HELP?

See manuals provided and also available to download at www.CyberPowerSystems.com Still Need Help? Please contact our Tech Support department with installation, troubleshooting, or general product questions.

CYBERPOWER TECHNICAL SUPPORT

Phone: 1-855-797-4287

Web: <https://www.cyberpowersystems.com/support/#support-request-start>

Email: na.3phasesupport@cyberpower.com

Address: 4241 12th Avenue E, Suite 400 Shakopee, MN 55379, USA

Hours of Operation: Monday – Friday, 7:00am – 6:00pm (CST)