

Limited Warranty and Connected Equipment Guarantee

In purchasing a CyberPower Model 1010HT in the United States or Canada, the original end user receives a Limited Warranty and Connected Equipment Guarantee from Cyber Power Systems (USA), Inc. (for ease of reading, referred to as "CyberPower"). The Limited Warranty and the Connected Equipment Guarantee are intended to be the original end-user's exclusive rights and remedies. The Limited Warranty and the Connected Equipment are separate, all though they are related.

Limited Warranty. The original end user (referred to as the "Initial Customer") receives an express limited warranty (referred to as the "Limited Warranty") for the 1010HT purchased from CyberPower (referred to as the "Product"). The Limited Warranty is for the Product itself. The terms of the Limited Warranty are explained below.

Connected Equipment Guarantee. CyberPower also provides the Initial Customer with protection in the event that the Product is not free from defects in materials and workmanship, and certain equipment connected to the Product is damaged (the "Connected Equipment Guarantee"). The Connected Equipment Guarantee protects the Initial Customer for damage to equipment plugged into the Product. The terms of the Connected Equipment Guarantee are explained below.

The Limited Warranty and the Connected Equipment Guarantee are subject to the terms set forth below. Additionally, State or Provincial law may adjust the terms of the Limited Warranty or the Connected Equipment Guarantee 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 the Limited Warranty and the Connected Equipment Guarantee should be read to adjust to those requirements only to the extent necessary to comply with such local law.

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

REGISTRATION

CyberPower requests that you complete and return the Warranty Registration Card enclosed with the Product or register the Product at its website (www.cyberpowersystems.com) to establish that you are the Initial Customer of the Product, and therefore entitled coverage under the Limited Warranty and the Connected Equipment Guarantee. (Registration is not required for Limited Warranty coverage, but note if you do not complete a registration card you will be required to provide proof of purchase, as described below, to have the benefits of this Limited Warranty.)

LIMITED WARRANTY

CyberPower warrants to you, the Initial Purchaser, that the Product will be free from defects in material and workmanship for the life of the product, subject to the terms of this Limited Warranty.

Any Implied Warranty of Merchantability or for Fitness for a Particular Purpose, if applicable to the Product, is limited in duration to the period of ownership by the Initial Customer. This provision shall NOT create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Product. NOTE: **Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

To be covered you must still be the owner of the Product at the time of the failure that results in the claim made under this Limited Warranty.

Exclusive Remedies Under Limited Warranty.

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

- If (a) the CyberPower Product 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

Making a Limited Warranty Claim.

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

1. Complete and return the CyberPower Warranty Registration Card, or 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 Product.
2. Call CyberPower at (952) 403-9500 or (877) 297-6937 (toll free), write to CyberPower at 5555 12th Ave. East, Suite 110, Shakopee, MN 55379, or e-mail CyberPower at claims@cyberpowersystems.com, within ten (10) days of the event for which you want to make a claim.
3. When you contact CyberPower, identify the Product, the Purchase Date, and request Return Materials Authorization (RMA) information from CyberPower.
4. Pack and ship the Product to CyberPower as instructed in your RMA. Show the RMA code on the shipping label or include it with the Product. **You MUST prepay all shipping costs and you are responsible for packaging and shipment.**

CyberPower will inspect and examine the Product within ten (10) days of receipt. If the Product is not as warranted, CyberPower will repair or replace the Product and return it to you 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).

CONNECTED EQUIPMENT GUARANTEE

If you are the Initial Purchaser and the Product is still covered by the Limited Warranty, the Connected Equipment Guarantee provides protection for damage to equipment connected to the Product ("Connected Equipment"), subject to certain terms and limitations.

The Connected Equipment Guarantee is not "first dollar" coverage. It is secondary. If you have any other source of payment for your loss, such as insurance, another warranty, or an extended warranty or purchase protection plan ("Primary Coverage"), CyberPower will pay only to the extent that the Primary Coverage does not cover the loss. CyberPower's obligation is reduced by any amounts that you are entitled to recover from the Primary Coverage, whether or not you make a claim for recovery under any applicable Primary Coverage.

The Limited Warranty does not cover Connected Equipment, but as is explained below, to be covered under the Connected Equipment Guarantee, the Connected Equipment must have been damaged due to a failure of the Product. The Connected Equipment must have been damaged due to a defect in materials or workmanship of the Product.

In the event of damage to the Connected Equipment, your exclusive remedies, and CyberPower's sole obligations, are as follows for Connected Equipment. If (a) the Product purchased and owned by you is defective in material or workmanship; (b) the Limited Warranty requirements have been met, and; (c) none of the limitations or exclusions on warranty coverage apply, CyberPower will (as CyberPower elects, as permitted by law), repair, replace, or pay the Agreed Damage Amount (defined below) for, the item(s) of your electronic equipment directly and properly connected to the product (the "Connected Equipment") if that Connected Equipment is (x) damaged by AC power line transients, spikes, or surges on properly installed, grounded, and code-compliant 120 volt power lines in the United States and Canada, or by transients, surges or spikes on standard telephone equipment lines, or Base 10/100T Ethernet lines that are properly installed and connected (a "Power Disturbance") and (y) is directly plugged into and properly connected to a CyberPower Product in its original condition which is properly operated when a Power Disturbance passes through the CyberPower Product and (y.1) exhausts the protection capacity of the CyberPower Product or (y.2) damages the CyberPower Product. This provision sets out the only liability of any character of CyberPower for direct, indirect, special, consequential, and/or incidental damages under our Limited Warranty, applies only to Connected Equipment, and all such Liability is limited to the Agreed Damage Amount.

Making a Connected Equipment Guarantee Claim.

To make a Warranty claim for damage to Connected Equipment under the Connected Equipment Guarantee, you must do the following:

1. Complete and return the CyberPower Warranty card or provide reasonable proof of purchase, for example, a sales receipt that establishes you as the original end-user consumer purchaser of the Product.

2. Call CyberPower at (952) 403-9500 or (877) 297-6937 (toll free), write to CyberPower at 5555 12th Ave East, Suite 110, Shakopee, MN 55379, or e-mail CyberPower at claims@cyberpowersystems.com within ten (10) days of the date of the event for which you wish to make a claim for warranty service.
3. When you contact CyberPower, identify the Product, the Purchase Date, and the item(s) of Connected Equipment. 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 and Request a Claim Number.
4. Pack and ship the product to CyberPower and, if requested, the item(s) of Connected Equipment, a repair cost estimate for the damage to the Connected Equipment, and all claim forms that CyberPower provides to you. Show the Claim Number on the shipping label or include it with the product. **Initial Customer shall prepay all shipping costs, must pay the cost of the repair estimate, and is responsible for packaging and shipment.**

CyberPower's Duties.

CyberPower will inspect and examine the Product 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 product for inspection. If the damage to Connected Equipment is covered by the Connected Equipment Guarantee, CyberPower will (in addition to Limited Warranty remedies for the CyberPower Product itself) repair (or pay the costs of repair) or replace the Connected Equipment or, at the option of CyberPower, as permitted by law, pay to the Initial Customer the "Agreed Damage Amount" (up to the aggregate limits stated below) for all item(s) of Initial Customer's Connected Equipment. The "Agreed Damage Amount" for all items of 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 price list of Orion Blue Book on the date of occurrence (or if such price list is no longer published, a published or announced price list reasonably selected by CyberPower), or (b) the average price the same or similar items are being sold for on E-bay, or (c) the lowest price the same or similar items can be purchased for in the United States; or
2. The aggregate ceiling amount for all Connected Equipment: CyberPower 1010 -\$250,000.00.
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 to the Initial Customer the Agreed Damage Amount, the Initial Customer shall transfer ownership of all item(s) to CyberPower without warranty by the Initial Customer, but free of lien or other interest.

CONDITIONS COMMON TO THE LIMITED WARRANTY AND THE CONNECTED EQUIPMENT GUARANTEE

The Limited Warranty and the Connected Equipment Guarantee are the only and the exclusive express warranty of CyberPower with respect to the Product. This exclusion of other express warranties applies to written and oral express warranties.

LIMITATION: THE LIMITED WARRANTY AND THE CONNECTED EQUIPMENT GUARANTEE DO NOT COVER

The Limited Warranty and the Connected Equipment Guarantee are intended to exclusive rights and remedies and replace any other rights, to the extent allowed by law.

1. As to the CyberPower Product, the limited warranty **does not** cover or apply to: misuse, modification, operation or storage outside environmental limits for the Product, in transit, in shipment, or in storage, damage or deterioration, improper operation or maintenance, or use with items or equipment not designed or intended for use with the product.
2. As to Connected Equipment, the Connected Equipment Guarantee covers only damage within the specific terms of the Connected Equipment Guarantee to Connected Equipment (and only up to the applicable aggregate ceiling amount).

3. The Connected Equipment Guarantee does not cover damage to Connected Equipment or apply if the Product has been operated in a failure mode or not in compliance with CyberPower operating instructions and manuals, or if the Connected Equipment has been operated in a failure mode or not in compliance with the instructions and manuals of its manufacturer/vendor.

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

1. Has properly connected the Product and the Connected Equipment to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code (ANS/NFPA 70), without the use of any adapters, extension cords or other connectors.
2. Has provided a suitable and proper environment for use and installation of the Product and Connected Equipment.
3. Has properly installed and operated the CyberPower Product and Connected equipment.
4. Has operated the Product at all times within the limitations on the Product'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 or the restoration of data or records, or the reinstallation of software.
2. Damage from causes other than AC Power Line Transients, spikes, or surges on properly installed, grounded and code-compliant 120 volt power lines in the United States and Canada; transients, surges or spikes on standard telephone land lines, PBX telephone equipment lines or Base 10T 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.
3. Damage from any circumstance described as excluded above with respect to the product.
4. Damages from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, or abuse, misuse, or alteration of either the product or the Connected Equipment.

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. 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, whether for damage to or loss of property [EXCEPT FOR (AND ONLY FOR) 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, 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.

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

CyberPower does not sell the Product for use in high-risk activities. The Product 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 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 expressly disclaims any express or implied warranty of fitness for High Risk Activities. CyberPower does not authorize use of its Product in any High Risk Activities.

ANY SUCH USE IS IMPROPER AND IS A MISUSE OF THE CYBERPOWER PRODUCT.

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: CyberPower's address is 5555 12th Ave East, Suite 110, Shakopee, MN 55379 and its phone number is (952) 403-9500 or (877) 297-6937 (toll free). CyberPower is the warrantor under this Limited Warranty. You may also contact CyberPower on the Internet at www.cyberpowersystems.com.