

Limited Warranty

For Vertiv™ Assemblies Using Samsung SDI's EM2031AE003A and EM2031AE004A Battery Modules



Warrantor

Vertiv Corporation (referred to herein as “Vertiv”) offers the following **Limited Warranty Against Defects and Workmanship** (“Warranty”) for the applicable Product.

Products Covered (each a “Product”)

- Three-year (3) Component Warranty for Samsung SDI's Packaging and Controls, Battery Cabinet Frame, and Battery Systems Assembly Parts as set forth below.
- Ten year (10) Battery Module Warranty (including cells and embedded sensing components) are covered as set forth in the Battery Module Coverage section below.

Terms of Limited Warranty

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any certified drawings for such Product, to Vertiv's final invoices, and to Vertiv and Samsung SDI product brochures and manuals current as of the date of Product shipment.

Warranty Period

This warranty shall be for a period of three (3) years from completion of a valid, documented Product commissioning performed by Vertiv or Vertiv-authorized personnel. If commissioning is not completed within one (1) year from the manufacturing date as recognizable from the serial numbers of the battery modules, the warranty shall be deemed to have been commenced on the date that is one (1) year from the manufacturing date regardless of completion of commissioning.

Repair or replacement of a defective product or part thereof does not extend or restart the original warranty period. In the event the repaired or replaced Products require second repair or replacement and the remaining warranty period is less than twelve (12) months, Supplier shall warrant such Products for twelve (12) months from the date of second repair or replacement.

Assumptions

The Battery System must be kept in an environment that adheres to Samsung SDI's specifications as defined within Samsung SDI manuals current as of the date of Product shipment.

Who is Covered

This Warranty only applies to the original end-user purchaser (the “User”) and extends to products sold globally. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to the User(s) who buy for commercial or industrial use in the ordinary course of business.

Warranty Claims Procedure and Services

Within thirty (30) days after User's discovery of a defect, User must contact Vertiv at 800-543-2378 for support in the United States or may use the global support link (<https://www.vertiv.com/en-emea/contacts/support>) to select User's country (and product) and provide all material information relating to the defect.

Warranty claims will be honored only after Vertiv's inspection confirms the claimed defect and shows no signs of mistreatment or misuse voiding the coverage of this Warranty. During the first year of the warranty period, Vertiv shall bear all labor and shipping costs for removal, shipment, and transportation of the returned product and the transportation and installation of the product replaced under warranty. During the second year of the warranty period and thereafter, the user shall bear these costs. All defective Products and component parts replaced under this Warranty become the property of Vertiv.

Parts Availability

In the event a previously discontinued Product is subject to a Warranty claim, Vertiv will provide a functionally equivalent, system-compatible replacement Product to address any and all such claims.

Battery Module Coverage

A failed battery module determination must be made by either Vertiv or a Vertiv-authorized personnel to be eligible for replacement. Weak battery conditions, as determined from battery discharge information, do not constitute a failed battery. Vertiv agrees that if the battery modules in the battery system are deemed to have failed prior to 120 months (10 years) from the commencement of the warranty as defined in the Warranty Period section of this document, Vertiv at its option, will either (a) repair the battery at Vertiv's expense (F.O.B Vertiv-designated repair facility) or (b) credit the User for the purchase of another compatible battery.

Items Not Covered

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECTS CAUSED BY improper assembly, misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate site operating conditions, repair by non-Vertiv-authorized personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, acts of God, theft or installation contrary to Vertiv's and Samsung SDI's recommendations or specifications, or in any event if the Samsung SDI serial number has been altered, defaced, or removed. Consumables (tie wraps, electrical tape, etc.) are not covered by this Warranty.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, maintenance, or service items and further, except as may be provided herein and during the first year of the warranty, does NOT include labor costs or transportation, arising from the replacement of the Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING CONDITIONS: (1) the Product having been stored or operated in an unsuitable environment after Product shipment, (2) Product start-up and commissioning performed by a third-party other than Vertiv and/or its authorized representatives, and (3) if the User allows the battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period.

Other Limitations

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF OR CREDIT FOR, THE SAMSUNG SDI PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT, OR RELATED APPLICATIONS.

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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