



THESE TERMS AND CONDITIONS ARE INCLUDED WITH ALL CONTRACTS FOR SERVICES PURCHASED FROM APC. PLEASE READ THIS AGREEMENT AND THESE TERMS AND CONDITIONS CAREFULLY.

In this agreement "Customer" or "you" means the end user customer purchasing services and "we" means American Power Conversion Corporation, or any of its affiliates that you may be doing business with (hereinafter either collectively or individually also referred to as "APC").

This is an important document and affects your rights and obligations. It also includes exclusions and limitations that apply to you. The terms and conditions may be subject to change by APC without notice.

**This Agreement may not be supplemented, altered or modified by the use of any other documents or oral communications unless agreed in writing by APC. THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY APC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 30 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU CANCEL SERVICES UNDER APC'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE BELOW. SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW LIMITATIONS ON WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON CANCELLATIONS OR REFUNDS SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS APC'S INTENT TO MAKE SUCH LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS TO THE FULLEST EXTENT ALLOWED UNDER ANY APPLICABLE LAW.**

1. *"Entitlements"* The only services to be provided to you will be those specified in the APC Entitlement Certificate which you receive when you purchase a service. You are only entitled to one service per one specific product item. This is called a service "Entitlement" for your product. Multiple products require multiple Entitlements. An Entitlement allows you to pre-purchase a service plan for your product to become effective after your factory warranty expires or purchase a service plan to provide you with services that supplement your factory warranty. An Entitlement does not replace the factory warranty on your product. Your factory warranty is NOT an "Entitlement" as defined in these terms and conditions. Some Entitlements are not available in all areas outside of the continental U.S. and Western Europe.

2. *Limitations.* Entitlements are not refundable after the initial thirty (30) day period following your purchase of the Entitlement unless otherwise indicated in the *Cancellation Policy* below. **To activate your Entitlement you will be required to register your product.** You have thirty (30) days from the date of purchase to register your product. You will not be eligible for your Entitlement until your product is registered. If you do not register your product using one of the approved methods listed herein, you will not be entitled to any service from APC.

**TRANSFER / ASSIGNMENT:**

Entitlements may be transferred or assigned with the transfer or assignment of the product it was purchased for, PROVIDED THAT, any transferee or assignee must agree to these terms and conditions and show their agreement by reregistering the product and continuation of Entitlement using the approved methods above.

Entitlements for certain "3 phase" products may NOT be transferred or assigned with the transfer or assignment of the product if there has been a relocation or movement of such installed product.

*Cancellation Policy.* THIS CANCELLATION POLICY DOES NOT APPLY TO SERVICES THAT HAVE ALREADY BEEN PERFORMED OR PRODUCTS THAT HAVE ALREADY BEEN USED. APC will accept a cancellation of an Entitlement within 30 days from the day the product is purchased. A full refund will be made for cancellations made within the initial thirty (30) day period. Cancellations will be processed at your original point of purchase. To cancel an Entitlement, you will need the same information that is required for registration of an Entitlement. Please refer to your original point of purchase for further details. Some refunds for Entitlements that provide replacement product may require that the applicable product be returned prior to issuance of any refund. Shipping and handling charges are not refundable. No refunds will be issued after the initial thirty (30) day period, unless required by applicable law, in which such case legally required refunds will be pro-rated. Any such

cancellation shall not affect the factory warranty that accompanies new Product. **SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW LIMITATIONS ON CANCELLATIONS, THEREFORE YOUR RIGHTS UNDER THIS SECTION MAY VARY BASED ON LOCAL LAW.**

**REGISTRATION INSTRUCTIONS:**

FOR ANY SERVICE PURCHASED WITH AN ENCLOSED REGISTRATION KEY INCLUDING BUT NOT LIMITED TO CHARGEUPS	FOR OTHER SERVICES PURCHASED WITHOUT AN ENCLOSED REGISTRATION KEY
<p>STEP 1 - Fill out the <i>Mandatory Entitlement Registration Form</i> for your product enclosed with your product documentation.</p> <p>To properly fill out the <i>Mandatory Entitlement Registration Form</i> for your product, you will require the following:</p> <ul style="list-style-type: none"> <li>▲ The serial number of the hardware product the entitlement will cover (usually, found on the back of the unit)</li> <li>▲ The registration key - part number and serial number of your service product (registration label). The information on this label MUST be transferred (copied) to your <i>Mandatory Entitlement Registration Form</i>.</li> <li>▲ <i>FOR SYMMETRA ONLY:</i> frame, mim, rim, battery and power module serial numbers are required for Symmetra Entitlement registration.</li> </ul> <p>STEP 2 - deliver your <i>Mandatory Entitlement Registration Form</i> to APC:</p> <p>Online via the Web - Go to <a href="http://warranty.apc.com">http://warranty.apc.com</a>; or</p> <p>By mail - and drop in the mail postage free; or</p> <p>By fax - and fax to the number indicated on your <i>Mandatory Entitlement Registration Form</i>.*</p>	<p>STEP 1 - Fill out the <i>Mandatory Entitlement Registration Form</i> for your hardware product which will be mailed to you once APC receives your order</p> <p>To properly fill out the <i>Mandatory Entitlement Registration Form</i> for your hardware product, you will require the following:</p> <ul style="list-style-type: none"> <li>▲ The serial number of the hardware product the entitlement will cover (usually, found on the back of the unit)</li> <li>▲ <i>FOR SYMMETRA ONLY:</i> frame, mim, rim, battery and power module serial numbers are required for Symmetra Entitlement registration.</li> </ul> <p>STEP 2 - deliver your <i>Mandatory Entitlement Registration Form</i> to APC:</p> <p>By mail - and drop in the mail postage free; or</p> <p>By fax - and fax to the number indicated on your <i>Mandatory Entitlement Registration Form</i>.*</p>

\*Please allow up to seven (7) business days for registration processing.

3. *General Conditions of Entitlements.*

- ▲ The operation of a product in environmental conditions outside the limits specified in the product's accompanying documentation shall void an Entitlement. Entitlements also do not apply where the APC hardware and/or software product has been combined with a non-APC product. that is incompatible with the specifications of the APC hardware and/or software product.
- ▲ If, in APC's opinion, the product fails to meet published specifications and the defect is within the terms of Entitlement, the defective part(s) will be repaired or replaced at the sole option of APC with no charge for parts or service personnel labor. Any product or part repaired or replaced pursuant to Entitlement will be warranted for the longer of 30 days or the unexpired portion of the original service plan and subject to all terms thereof.
- ▲ Entitlement does not apply to product that has been subjected to neglect,



accident, abuse, misuse, misapplication, connection or wiring which does not conform to applicable local, state and national electrical codes, or that has been subject to repair or alteration not authorized in a prior writing by APC.

- ▲ Entitlements do not confer any right upon Customer for free upgrades of product or product software.
- ▲ Not included in any Entitlement is repair of product damage caused by Customer relocation or movement of installed product.
- ▲ Entitlements do **not** include electrical installation and wiring, or software or accessory integration.
- ▲ Entitlements may only be administered by APC Authorized personnel.

4. *Conditions for Certain Entitlements.* - Please consult the Entitlement product definitions at the end of this document to ascertain applicability of these limitations to your Entitlement:

- ▲ If no installation by-pass switch has been installed by Customer prior to the performance of any Entitlement, it may be necessary to power down all equipment which depends on electricity from the circuit on which work is being performed. Customer must make time available during regular business hours for the shut down to take place and for the services to be performed. Customer is reminded that where there is an installation by-pass switch and it is engaged, or where the product is inoperative, the product does not provide any protection against interruptions or irregularities in, or loss of, electrical power.
- ▲ If an APC authorized engineer installs a replacement part, the removed part becomes property of APC as soon as it is detached from the Customer product. Where an APC authorized engineer installs a spare part belonging to Customer during repair of a product, APC shall supply a free replacement for that item to Customer. APC authorized engineers are authorized to install only replacement parts specified by APC. APC will take possession of spent or defective parts and batteries for which it has provided replacements and will properly dispose of them at no additional cost to Customer.
- ▲ Customer will be charged current APC list price for any replacement parts and batteries required during preventive maintenance or an emergency service visit, unless parts and batteries are covered by factory warranty or the associated Entitlement. APC will charge Customer for delivery of the replacement parts and batteries to the site and for the installation of the replacement parts and batteries at the current hourly rates, unless parts and batteries are covered by factory warranty or the associated Entitlement. APC will take possession of spent or defective parts and batteries for which it has installed replacements and will properly dispose of them at no additional cost to Customer.
- ▲ If, within the longer of (a) 90 days of performance of scheduled maintenance or any site service visit, or (b) the unexpired portion of a factory warranty or Entitlement, there should appear any material defect in a replacement part installed by APC, or should there appear any malfunction which was caused solely by APC's improper performance of maintenance services, then APC will at its option repair or replace the defective part and/or again perform the maintenance services at no additional cost to Customer. However, if such part or service is subsequently found and documented to be not defective, APC shall be entitled to recover its related costs using current hourly billing rates, travel expenses, and regular parts prices, as may be appropriate. In order to exercise its rights under this clause, Customer must notify APC within 7 days of the date when such material defect appeared, or should reasonably have been discovered.

5. *Termination.* APC reserves the right to terminate any Entitlement for non-payment or late payment. Unless otherwise agreed by APC in writing, payment for each Entitlement will be made in advance in one lump sum. All fees are exclusive of sales tax, VAT and/or other required charges, which will be payable by Customer at the appropriate rate. APC reserves the right to terminate its obligations under any Entitlement for any reason whatsoever upon fifteen (15) days written notice to Customer and full refund of amounts paid by Customer for Entitlement. Any such termination shall not affect the factory warranty that accompanies new Product.

6. To the extent permitted by local law, should any unforeseen action by a local or

national government, regulatory agency, or other body with similar official powers cause a material increase in the cost to APC of performing its obligations under any existing Entitlement, APC reserves the right to similarly pass any such increases through to Customer. APC shall be entitled to delay performance of its obligations under this Entitlement to the extent that it is prevented from, hindered or delayed in performing its obligations due to any circumstances beyond its reasonable control including, but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power, breakdown in machinery, shortage of parts or materials from normal sources of supply, acts of God, flood, acts of violence, acts of terrorism, or other similar event.

7. *Liability.* APC will reimburse Customer for personal injury or property damages directly caused by negligence of APC, its employees, service providers or agents.

APC Services. APC warrants that services performed under an Entitlement will be performed in accordance with recognized professional standards. Should APC's services fail to comply with such standards, APC will re-perform such deficient services at no cost. APC's liability for any and all claims arising out of or in connection with its warranty hereunder, shall be limited to those claims of which APC has received written notification within thirty (30) days following the completion of the specific services giving rise to the claim. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND APC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

#### STANDARD FACTORY WARRANTY SERVICE – GENERAL INFORMATION

THE LIMITED APC FACTORY WARRANTIES ARE STATED ON THE LIMITED WARRANTY CARD, PRODUCT MANUAL, OR DOCUMENTATION ACCOMPANYING EACH PRODUCT AND ON APC'S WEB SITE WWW.APC.COM. THOSE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY (OR JURISDICTION TO JURISDICTION.)

During the warranty period, APC or your reseller, if approved by APC to provide warranty service, provides without charge certain types of repair and exchange service to keep Products in, or restore them to, conformance with their specifications. APC or your reseller will inform you of the available types of service for a Product based on its country of installation. At its discretion, APC or your reseller will 1) either repair or exchange the defective Product or 2) provide the location of an authorized service center who will either repair or exchange the defective Product. To obtain service under a warranty you must obtain a Returned Material Authorization (RMA) number from customer support (see the *Service* section of the *User's Manual*) after following the Trouble Shooting and Before You Call Guidelines below. Products must be returned with transportation charges prepaid and must be accompanied by a brief description of the problem encountered and proof of date and place of purchase.

#### International Warranty Service

If are in a country or region where your system will be serviced by an APC authorized reseller authorized to perform warranty service, warranty service is available during the warranty period through a service delivery method such as return to closest depot or carry-in to closet repair depot provided in the servicing country or region. Service methods and procedures vary by country or region, and some service or parts might not be available in all countries and regions. Service centers in certain countries or regions might not be able to service all models of a particular machine type. In addition, some countries or regions might have fees and restrictions that apply at the time of service.

If you are in a country or region where your system will be serviced by an APC authorized reseller authorized to perform warranty service and you do not wish to return the Product to the closest depot or carry-in to closet repair depot provided in the servicing country or region, you may purchase on-site repair services at time and material rates, under the associated time and material terms and conditions, listed below.

#### Trouble Shooting and Before You Call Guidelines

##### Before you call

Before you call, make sure that you have taken these steps to try to solve the problem yourself:



- \_ Check all cables to make sure that they are connected.
- \_ Check the power switches to make sure that the system is turned on.
- \_ Use the troubleshooting information in your system documentation, and use the diagnostic tools that come with your system.
- \_ Go to the APC Support Web site at <http://www.apc.com/support/> to check for technical information, hints, tips, and new device drivers.
- \_ Use an APC discussion forum on the APC Web site to ask questions.

#### Using the documentation

Information about your APC system and preinstalled software, if any, is available in the documentation that comes with your system. That documentation includes printed manuals, online manuals, README files, and help files. See the troubleshooting information in your system documentation for instructions for using the diagnostic programs. The troubleshooting information might tell you that you need additional or updated device drivers or other software. APC maintains pages on the World Wide Web where you can get the latest technical information and download device drivers and updates. To access these pages, go to <http://www.apc.com/support/> and follow the instructions.

#### Getting help and information from the World Wide Web

On the World Wide Web, the APC Web site has up-to-date information about products, services, and support. You can find service information for your APC products, including supported options, at <http://www.apc.com/support>. The support page has many sources of information and ways for you to solve problems, including:

- \_ Downloading the latest device drivers and updates for your products
- \_ Viewing Frequently Asked Questions (FAQ)
- \_ Viewing hints and tips to help you solve problems
- \_ Participating in APC discussion forums
- \_ Setting up e-mail notification of technical updates about your products

#### When you call

Please have the following information ready when you call:

- \_ The machine type and model of your APC hardware product (if available)
- \_ Serial numbers of your APC hardware products
- \_ A description of the problem
- \_ The exact wording of any error messages
- \_ Hardware and software configuration information

#### On-Site Warranty Repair Services

During the applicable warranty period, you may purchase on-site repair services at time and material rates, under the following time and material terms and conditions:

1. The only services to be provided are those specified in the Estimate and will be performed on an "as available best endeavor" basis.
2. All incurred Expenses will be billed in addition to the per call service charges and the applicable hourly rates. Expenses are defined as airfare, taxi, train, car rental, tolls, parking, meals, hotel/motel, and any other expenses required in providing requested services.
3. Labor rates will be charged to the customer in one (1) hour increments.
4. The costs for service listed on the Estimate are an estimate ONLY. If escalation is required due to unrevealed damage, APC shall be entitled to recover any additional costs related to the escalation of service at rates as may be appropriate.
5. When a pre-arranged visit to Customer site has been scheduled with APC and the responding Engineer is unable to perform the requested work because of circumstances beyond Engineer's control, and no request for cancellation of the scheduled visit has been made at least 48 hours prior to scheduled arrival time, Customer will be charged the then-applicable minimum per call charge and hourly rates for time expended plus any reasonable related expenses as defined in section four (4) above, unless such preclusive conditions are unforeseeable by, and beyond the reasonable control of, Customer. A return visit will be re-scheduled as soon as practicable, subject to pre-existing APC commitments. Examples of conditions that would require a return visit include, but are not limited to, inadequate site or operational readiness or preparation; false, unjustified or unauthorized service requests, inaccurate instructions, inaccessibility of the site or Hardware, or unsafe working conditions.
6. Replacement parts and/or sub-assemblies shall be either new or refurbished at the discretion of APC. Only parts used to restore the customers' system to working condition will be billed to the customer. Replacement parts will be billed at current APC repair exchange rate provided the part or sub-assembly replaced is determined repairable by APC. Parts and/or sub-assemblies deemed not repairable by APC will be

charged to the customer at current APC list price. Customer will be charged current APC list price for any replacement batteries, fuses, or non-repairable parts required during service visit. APC will charge Customer for delivery of the replacement parts and batteries to the site and for the installation of the replacement parts and batteries at the current hourly rates. APC will take possession of unused and spent or defective parts and batteries for which it has installed replacements and will properly dispose of them at no additional cost to Customer.

7. At its' option, APC may offer the Customer an option to purchase a scheduled maintenance program, as described by APC, provided, (1) Customer purchases and Authorizes a Preventative Maintenance Service to be performed on the same visit as the service and (2) Customer purchases and authorizes all corrective actions and recommended parts and/or battery replacements as determined by APC at time of Service.

8. If, within 90 days of performance of the service, there should appear any material defect in a replacement part installed by APC, or should there appear any malfunction which was caused solely by APC's improper performance of maintenance services, then APC will at its option repair or replace the defective part and/or again perform the maintenance services at no additional cost to Customer. However, if such part or service is subsequently found and documented to be not defective, APC shall be entitled to recover its related costs using current standard service charges, hourly billing rates, travel expenses, and regular parts prices, as may be appropriate. In order to exercise its rights under this clause, Customer must notify APC within 7 days of the date when such material defect appeared, or should reasonably have been discovered.

9. Unless otherwise agreed by APC in writing, payment for each Service Visit and all parts shipping costs will be billed to the Customer's Purchase Order or Credit Card listed by Customer on the Estimate Authorization. All fees are exclusive of shipping costs, sales tax, VAT, and/or other required charges, which will be payable by Customer at the appropriate rate. Terms of payment are Net 30 days.

**THESE TERMS AND CONDITIONS ARE INCLUDED WITH ALL STANDARD FACTORY WARRANTIES ISSUED BY APC ON PRODUCTS PURCHASED FROM APC AND ALL SERVICE ENTITLEMENTS PURCHASED FROM APC. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

OTHER THAN THE EXPRESS WARRANTY IN THE APC LIMITED FACTORY WARRANTY ACCOMPANYING EACH PRODUCT OR AS STATED FOR SERVICES IN THESE TERMS AND CONDITIONS, APC MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, UNDER ANY ENTITLEMENT AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. APC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY SHALL APC, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCTS PURCHASED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF APC FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO APC BY CUSTOMER.

SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW LIMITATIONS ON HOW LONG A WARRANTY LASTS, IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS APC'S INTENT TO MAKE SUCH LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS TO THE FULLEST EXTENT ALLOWED UNDER ANY APPLICABLE LAW

8. *Dispute Resolution.* THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING,



PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST APC, ITS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS OR AFFILIATES (ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT (INCLUDING, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, RELATIONSHIPS WITH THIRD PARTIES WHO ARE NOT SIGNATORIES TO THIS AGREEMENT), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION PROVIDED, HOWEVER, THAT THIS BINDING ARBITRATION REQUIREMENT DOES NOT APPLY TO CLAIMS AGAINST APC ARISING UNDER THE APPLICABLE WRITTEN FACTORY WARRANTY. SUCH CLAIMS MAY BE PURSUED IN ANY COURT OF COMPETENT JURISDICTION.

**FOR CONSUMER PURCHASES IN NORTH AMERICA:** Arbitration shall be Administered By The National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and APC. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O.

## DEFINITIONS

**“APC Factory Trained Installer”** – is defined as an individual who has taken part in and passed qualifying examinations for classroom style and hands on training, provided and designed by APC, for the sole purpose of being granted Factory Trained designation. It is the sole responsibility of APC to determine which individuals qualify for this designation. APC may at any time at its sole discretion revoke the award, thereby causing such individuals to no longer be identified as qualified Factory Trained Installers. APC Factory Trained Installers may be either direct employees of APC, or may be employees of companies who have fully executed service partner agreements on file with APC. Individuals who may have previously been qualified for Factory Trained Installer designation, but who no longer work for a company with a fully executed service partner agreement no longer qualify as an APC Factory Trained Installer.

**“APC Field Service Engineer” or “APC FSE”** – is defined as an individual who has taken part in and passed qualifying examinations for classroom style and hands on training, provided and designed by APC, for the sole purpose of being granted Field Service Engineer designation. It is the sole responsibility of APC to determine which individuals qualify for this designation. APC may at any time at its sole discretion revoke the award, thereby causing such individuals to no longer be identified as qualified APC Field Service Engineers. APC Field Service Engineers may be either direct employees of APC, or may be employees of companies who have fully executed service partner agreements on file with APC. Individuals who may have previously been qualified for FSE designation, but who no longer work for a company with a fully executed service partner agreement no longer qualify as an APC FSE.

**Assembly Service:** This service provides an APC Factory Trained Installer to properly unpack, inspect, position and assemble all components of an InfraStruXure Solution in preparation of final input wiring and system Start Up. Labor and travel expenses are included. **THIS SERVICE DOES NOT INCLUDE** electrical or mechanical installation, nor does it include Start Up or Commissioning services. The APC Factory Trained Installer will unpack and perform a visual inspection of all components to ensure that all equipment required on the CTO report has been received and is undamaged, then will position the equipment within the installation site and install APC components only in rack or frame. Customers requiring migration or installation of non-APC components must purchase Network Integration Services. In addition, APC personnel will remove all packing materials to the customers' disposal area or container. APC will not arrange for an additional trash pick up from the customer's vendor nor will APC arrange trash removal from an outside company.

**Start Up Service:** This service provides an APC Authorized Engineer to verify proper wiring of the system, energize the APC hardware, and provide the customer with approximately one half hour of basic operator training on the system started up. During the start up a comprehensive suite of diagnostic tests is performed on the installed hardware to ensure that it is functioning according to APC factory specifications in all modes of operation. Labor and travel expenses are included. **THIS SERVICE DOES NOT INCLUDE** electrical installation of the system, or integration of software and /or accessories, nor does it include assembly or racks, cabinets or frames associated with

Box 50191, Minneapolis, MN 55405.

**FOR NON-CONSUMER PURCHASES IN NORTH AMERICA:** Arbitration shall be administered under the Commercial Rules of the American Arbitration Association (“AAA”) then in effect. Any arbitration proceeding shall take place in Boston, Massachusetts and shall apply the laws of the Commonwealth of Massachusetts.

**EUROPE:** Arbitration shall be administered by the Commercial Arbitration Rules of the International Chamber of Commerce (“ICC”) then in effect. For resolution of any Dispute, the parties shall select three (3) arbitrators in accordance with such ICC rules. Any arbitration proceeding shall take place in London, England and shall apply the laws of England. All arbitration proceedings hereunder shall be conducted in English. **ASIA-PACIFIC: Arbitration shall be administered by the Commercial Arbitration Rules of the International Chamber of Commerce (“ICC”) then in effect. For resolution of any Dispute, the parties shall select three (3) arbitrators in accordance with such ICC rules. Any arbitration proceeding shall take place in Sydney, Australia and shall apply the laws of Australia. ALL ARBITRATION PROCEEDINGS HEREUNDER SHALL BE CONDUCTED IN ENGLISH.**

the solution. Customers requiring electrical installation, software integration, assembly services or more comprehensive training may purchase those services at standard rates.

**External Battery Startup Service:** This service is designed specifically for APC standard external battery solutions connected to APC UPSs, which have been shipped to the customer location *pre-assembled*. An APC Authorized Engineer will energize and check the functionality of the battery system in all modes of operation to ensure compliance with APC specifications. **THIS SERVICE DOES NOT INCLUDE** electrical installation and wiring or connection of battery cabinet to UPS if UPS and battery layout is not as defined in the UPS installation manual, nor does it include assembly of external battery cabinets if cabinets have been shipped unassembled. This service is not applicable to wet cell batteries or non-APC supplied batteries. Start Up Services for wet cell batteries are available by quote only.

**External Battery Installation Services:** This service is designed specifically for APC standard external battery solutions connected to APC UPSs, which have been shipped to the customer location *unassembled*. This service provides an APC Authorized Engineer to assemble external battery cabinets, install external batteries into battery frames and to wire the external battery cabinet to the applicable UPS. The APC Authorized Engineer will then energize and check the functionality of the battery system in all modes of operation to ensure compliance with APC specifications. **THIS SERVICE DOES NOT INCLUDE** electrical installation and wiring or connection of battery cabinet to UPS if UPS and battery layout is not as required and illustrated in the UPS installation manual. This service is not applicable to wet cell batteries or non-APC supplied batteries. Start Up Services for wet cell batteries are available by quote only.

**Preventive Maintenance Service:** This service provides a single site visit designed to examine the status and health of the installed UPS, with applicable internal assemblies, or air conditioning unit and to upgrade firmware as needed. Customers wanting additional site visits must purchase additional visits at standard rates. An APC Authorized Engineer will perform a visual and electronic inspection of hardware to ensure that the system is performing to all defined technical and environmental specifications, and will make adjustments as needed. Labor and travel expenses are included. **THIS SERVICE DOES NOT INCLUDE** replacement parts. If it is discovered that parts are needed at the time of a PM visit, and the unit is not covered by either factory warranty or an alternate extended services entitlement that does cover parts, the customer may purchase parts at standard rates.

**External Battery Preventive Maintenance Service:** This service provides a single site visit to examine the status and health of installed external batteries. Customers wanting additional site visits must purchase additional visits at standard rates. The service is available for APC approved external batteries only. External batteries will only be APC approved if they were installed and started up as part of an APC authorized installation. An APC Authorized Engineer will perform a visual and electronic inspection of hardware to ensure that the system is performing to all defined technical and environmental specifications, and will make adjustments as needed. Labor and travel expenses are included. **THIS SERVICE DOES NOT INCLUDE**



replacement parts. If it is discovered that parts are needed at the time of a PM visit, and the unit is not covered by either factory warranty or an alternate extended services entitlement that includes parts, the customer may purchase parts at standard rates. This service is not applicable to wet cell batteries or non-APC supplied batteries. Preventive Maintenance Services for wet cell batteries are available by quote only.

**1 Year Extended Warranty:** This warranty extends the factory warranty of the unit as defined in the applicable user manual for a period of 1 year as well as adding next business day delivery of replacement parts, modules or unit at no extra shipment charge. Business days are defined as Monday through Friday, 9am to 5pm local time. The Extended Warranty must be purchased before the expiration of the standard factory warranty. If the Extended Warranty is not purchased before the expiration of the standard factory warranty, the customer must purchase and cause to be performed one Preventive Maintenance visit in order to activate the Extended Warranty entitlement. **THIS SERVICE DOES NOT INCLUDE** on site service. Customers requiring an APC Authorized Field Service Engineer on site to repair or replace parts or systems must purchase an On Site service entitlement for the applicable unit.

**1 Year On-Site Service – Best Endeavor Response Time:** This service provides 1 year on-site service on APC hardware only. An APC Authorized Engineer will arrive on-site to diagnose or repair APC hardware. Determining the necessity of a service visit is the sole responsibility of APC. If APC determines that a service visit is not required to diagnose or repair the equipment in question, there will be no dispatch of an APC FSE to the customer facility. Parts, labor and travel are all included in this entitlement. The response time to on-site service calls is Best Endeavor. Best Endeavor means APC will put forth best efforts to resolve customer issues in a reasonable amount of time, allowing that 4 Hour, Next Day and Next Business Day entitlements take precedence over Best Endeavor entitlements. **“Best Endeavor On Site Service” does not mean or imply** that APC will repair or replace the effected system within a specified time of a customer call to technical support reporting a problem or error. Nor does it mean or imply that parts to repair the affected system will be delivered within the On Site service time frame. In order to expedite repair on affected systems, it is highly recommended that the customer purchase a Spare Parts Kit to remain on location with the specified unit. Purchase of a Spare Parts Kit increases the likelihood that necessary parts are immediately available to the APC authorized engineer assigned to repair the system. Any equipment bearing serial numbers other than those listed on the certificate issued for this entitlement are not covered under an on site service entitlement and will not be offered services under the definition listed above. Should service be required on any equipment bearing serial numbers other than those listed on the entitlement certificate, service will be available on a time and materials basis at the rate available on that day. The On-Site Service contract must be purchased before the expiration of the standard factory warranty. In order to renew an on site service entitlement, the customer must purchase and cause to be performed a minimum of 1 Preventive Maintenance visit per year.

**1 Year On-Site Service – Next Business Day Response Time:** This service provides 1 year on-site service on APC hardware only. An APC Authorized Engineer will arrive on-site during the next business day to diagnose or repair APC hardware. Determining the necessity of a service visit is the sole responsibility of APC. If APC determines that a service visit is not required to diagnose or repair the equipment in question, there will be no dispatch of an APC Authorized FSE to the customer facility. Parts, labor and travel are all included in this entitlement. The response time for on-site service calls is Next Business Day. Business days are defined as Monday through Friday 9AM to 5PM local time. Customer calls received by APC Technical Support will result in a Field Service Engineer arriving at the customer location by 5:00PM local time the next calendar business day. **“Next Business Day On Site Service” does not mean or imply** that APC will repair or replace the effected system within a specified time of a customer call to technical support reporting a problem or error. Nor does it mean or imply that parts to repair the affected system will be delivered within the On Site service time frame. In order to expedite repair on affected systems, it is highly recommended that the customer purchase a Spare Parts Kit to remain on location with the specified unit. Purchase of a Spare Parts Kit increases the likelihood that necessary parts are immediately available to the APC authorized engineer assigned to repair the system. Any equipment bearing serial numbers other than those listed on the certificate issued for this entitlement are not covered under an on site service entitlement and will not be offered services under the definition listed above. Should service be required on any equipment bearing serial numbers other than those listed on the entitlement certificate, service will be available on a time and materials basis at the rate available on that day. The On-Site Service contract must be purchased before the expiration of the standard factory warranty. In order to renew an on site service entitlement, the customer must purchase and cause to be performed a minimum of 1

Preventive Maintenance visit per year.

**1 Year On Site Service - Next Day Response Time:** This service provides 1 year on site service on APC hardware only. An APC Authorized Field Service Engineer will arrive at the customer's facility during the next day after receiving the customer call to initiate a service visit to diagnose or repair the APC equipment covered under this entitlement. Determining the necessity of a service visit is the sole responsibility of APC. If APC determines that a service visit is not required to diagnose or repair the equipment in question, there will be no dispatch of an APC Authorized FSE to the customer facility. Parts, labor and travel are included in this entitlement. Customer calls received by APC Technical Support will result in a Field Service Engineer arriving at the customer location by 5:00PM local time the next calendar day. **“Next Day On Site Service” does not mean or imply** that APC will repair or replace the effected system within a specified time of a customer call to technical support reporting a problem or error. Nor does it mean or imply that parts to repair the affected system will be delivered within the On Site service time frame. In order to expedite repair on affected systems, it is highly recommended that the customer purchase a Spare Parts Kit to remain on location with the specified unit. Purchase of a Spare Parts Kit increases the likelihood that necessary parts are immediately available to the APC authorized engineer assigned to repair the system. Any equipment bearing serial numbers other than those listed on the entitlement certificate are not covered under an on site service entitlement and will not be offered services under the definition listed above. Should service be required on any equipment bearing serial numbers other than those listed on the entitlement certificate, service will be available on a time and materials basis at the rate available on that day. The On-Site Service contract must be purchased before the expiration of the standard factory warranty. In order to renew an on site service entitlement, the customer must purchase and cause to be performed a minimum of 1 Preventive Maintenance visit per year.

**1 Year On-Site Service – 4 Hour Response Time:** This service provides 1 year of on-site service for APC hardware only. An APC Authorized Engineer will arrive at the customer's facility within 4 hours of the time that it is determined a service visit is necessary to diagnose or repair the APC equipment covered under this entitlement. Determining the necessity of a service visit is the sole responsibility of APC. If APC determines that a service visit is not required to diagnose or repair the equipment in question, there will be no dispatch of an APC FSE to the customer facility. The cost of parts, labor and travel are all covered under this entitlement. With the purchase of an On Site Service contract the customer must purchase and cause to be performed a minimum of 1 Preventive Maintenance visit per year. 4 Hour On-Site Service DOES NOT mean or imply that APC will repair or replace the affected system within 4 hours of a customer call to technical support reporting a problem or error. Nor does it mean or imply that parts to repair the affected system will be delivered within 4 hours of the same call. In order to expedite repair on affected systems it is highly recommended that the customer purchase a Spare Parts Kit to remain on location with the specified unit. Purchase of a Spare Parts Kit increases the likelihood that necessary parts are immediately available to the APC authorized engineer assigned to repair the system. Any equipment bearing serial numbers other than those listed on the entitlement certificate are not covered under an on site service entitlement and will not be offered services under the definition listed above. Should service be required on any equipment bearing serial numbers other than those listed on the entitlement certificate, service will be available on a time and materials basis at the rate available on that day. The On-Site Service contract must be purchased before the expiration of the standard factory warranty. In order to renew an on site service entitlement, the customer must purchase and cause to be performed a minimum of 1 Preventive Maintenance visit per year.

**7x24x365 Telephone Technical Support:** Live telephone technical support is available 24 hours per day, 7 days per week, 365 days per year. Telephone support engineers will generate a case number, troubleshoot the unit, dispatch spare parts, dispatch an APC Authorized Field Service Engineer, or escalate to subject matter experts when required. It is the sole responsibility of APC to determine the need for the completion of any of the before mentioned activities. If APC determines there is no need to initiate these activities, none will be performed. APC Technical support requires a customer representative who is familiar with the unit in question to be on site and in the location of the customer's solution, to provide the support engineer with the required information to research the solution entitlements and troubleshoot the unit. APC Technical Support will not troubleshoot the unit or commit to any further activities if there is no customer representative on site with the unit in question.