

# **XTREME POWER CONVERSION™ (XPC) CORPORATION LIMITED WARRANTY**

Xtreme Power Conversion (XPC) Corporation warrants Xtreme Power Conversion equipment, when properly applied and operated within specified conditions, against faulty materials or workmanship (excluding batteries) for a period of **two years for XVT-Series Products, three years for XVRT-Series, XPRT-Series, NXRT-Series, XPDU-Series, and XBDM-Series products** from the date of purchase. XPC Corporation warrants **internal batteries for a period of one year** from the date of purchase. For equipment sites within the United States and Canada, this warranty covers repair or replacement, at the sole discretion of XPC Corporation. The customer is responsible for the costs of shipping the defective product to XPC Corporation. XPC Corporation will pay for ground shipment of the repaired or replacement product.

This warranty applies only to the original purchaser. If equipment provided by XPC Corporation is found to be **Dead-on-Arrival (DOA)**, XPC Corporation will be responsible for the costs of shipping product to and returning equipment from the customer in a timely manner as agreed to with the customer, once the customer has requested and received a **Return Material Authorization (RMA)** number. DOA equipment is defined as equipment that does not properly function according to user documentation when initially received and connected in conjunction with proper procedures as shown in the user documentation or via support provided by XPC Corporation personnel or authorized agents.

This warranty shall be void if (a) the equipment is repaired or modified by anyone other than XPC Corporation or a XPC Corporation approved third party; (b) the equipment is damaged by the customer, is improperly used or stored, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; or (c) the equipment has been used or stored in a manner contrary to the equipment's operating manual, intended use or other written instructions. Any technical advice furnished by XPC Corporation or a XPC Corporation authorized representative before or after delivery with regard to the use or application of Xtreme Power Conversion equipment is furnished on the basis that it represents XPC Corporations best judgment under the situation and circumstances, but it is used at the recipient's sole risk.

EXCEPT AS STATED ABOVE, XPC Corporation DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS STATED ABOVE, IN NO EVENT WILL XPC Corporation BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF Xtreme Power Conversion EQUIPMENT, including but not limited to, any costs, lost profits or revenue, loss of equipment, loss of use of equipment, loss of software, loss of data, cost of substitutes, or claims by third parties..Purchaser's sole and exclusive remedy for breach of any warranty, expressed or implied, concerning Xtreme Power Conversion equipment, and the only obligation of XPC Corporation under this warranty, shall be the repair or replacement of defective equipment, components, or parts; or, at XPC Corporations sole discretion, refund of the purchase price or substitution of an equivalent replacement product.