

# VENDOR CONTRACT

Between \_\_\_\_\_ and

(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**For**

**CABLING PRODUCTS AND SERVICES**

**#1082715**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contracts**

The CABLING PRODUCTS AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## **Indemnity**

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 1082715". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded

vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS

Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the



inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either

party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

## Bid Information

Bid Creator Mr. David Mabe National  
Coordinator  
Email david.mabe@tips-usa.com  
Phone +1 (903) 243-4759  
Fax +1 (866) 749-6674  
  
Bid Number 1082715  
Title Cabling Products and  
Services  
Bid Type RFP  
Issue Date 06/01/2015  
Close Date 7/10/2015 3:00:00 PM CT  
Need by Date

## Contact Information

Address Region VIII Education  
Service Center  
4845 US Highway 271  
North  
Pittsburg, TX 75686  
  
Contact Kim Thompson,  
Coordinator of Office  
Operations  
  
Department  
Building  
  
Floor/Room  
Telephone +1 (866) 839-8477  
Fax +1 (866) 839-8472  
Email bids@tips-usa.com

## Ship to Information

Address  
  
Contact  
  
Department  
Building  
  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company En-Net Services  
Address 712 N. East Street  
  
Frederick, MD 21701  
Contact Ed Floyd  
Department Sales  
Building  
Floor/Room  
Telephone 1 (301) 846-9901  
Fax 1 (301) 846-9902  
Email efloyd@en-netservices.com  
Submitted 7/8/2015 9:56:07 AM CT  
Total \$0.00

Signature Ed Floyd

Email efloyd@en-netservices.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Frederick
5	Company Residence (State)	Vendor's principal place of business is in the state of?	MD
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	1
15	Years Experience	Company years experience in this category?	19
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	

18	Company and/or Product Description:	<p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>En-Net is a full service IT solutions provider of computer hardware, software, networking equipment, cabling, infrastructure, supplies and maintenance services to public sector entities. En-Net's partnerships with industry leading manufacturers enable us to create turnkey solutions, have access to in depth resources and provide the technical capabilities required to deliver solutions that meet the exact specifications and IT budget for each customer. En-Net is focused on providing Public Sector (US Federal, State and Local Governments and Education) Institutions with state-of-the-art solutions designed to enhance the security and efficiency of their information systems. En-Net offers complete hardware, software and cabling solutions, as well as full integration, installation and warranty services. En-Net has serviced and supported a vast array of accounts. Since En-Net primarily supports public sector accounts, we have a strong understanding of how the business cycle works for State and Local Government as well as K-12 and Higher Education customers. Established in 1996, En-Net Services has built long term relationships by pursuing one common goal: Provide high quality products and services at exceptional value with unparalleled customer service. En-Net is a certified Maryland Small Business reserve with vehicles and/or subcontracting partnerships to meet all contracting requirements. En-Net prides itself on ensuring that customers receive efficient and courteous assistance throughout the entire sales cycle from a dedicated account manager who can help assess existing infrastructures and recommend the best solution. En-Net has included our full company profile as an attachment to this response.</p>
19	Resellers:	<p>Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p> <p>No</p>
20	Primary Contact Name	<p>Primary Contact Name</p> <p>Ed Floyd</p>
21	Primary Contact Title	<p>Primary Contact Title</p> <p>SLED Sales Manager</p>
22	Primary Contact Email	<p>Primary Contact Email</p> <p>efloyd@en-netservices.com</p>
23	Primary Contact Phone	<p>Enter 10 digit phone number. (No dashes or extensions)</p> <p>3018469901</p>

24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3018469902
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2406034881
26	Secondary Contact Name	Secondary Contact Name	Greg Gordon
27	Secondary Contact Title	Secondary Contact Title	SLED Sales Representative
28	Secondary Contact Email	Secondary Contact Email	ggordon@en-netservices.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3018469901
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3018469902
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2404220474
32	2% Contact Name	2% Contact Name	Angie Popoff
33	2% Contact Email	2% Contact Email	apopoff@en-netservices.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3018469901
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Greg Gordon
37	Purchase Order Contact Email	Purchase Order Contact Email	ggordon@en-netservices.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3018469901
39	Company Website	Company Website (Format - www.company.com)	www.en-netservices.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	52-1977379
41	Primary Address	Primary Address	712 N. East Street
42	Primary Address City	Primary Address City	Frederick
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	MD
44	Primary Address Zip	Primary Address Zip	21701
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Network, Networking, Infrastructure, Cabling, Wiring, Fiber, Cable, Fiber Optic Assemblies, Trunk Cables, MTP Products, Pre-Terminated, Multi-Fiber Cables, Hardware Connectivity, Bulk Fiber, Riser, OFNR, Plenum, OFNP, Low Smoke Zero Halogen, LSZH, Reverse Polarity LC Uniboats, LC, SC, FC, ST, MTRJ, MU, MTP
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes



47 Prices are guaranteed for?

(\_\_\_Month(s), \_\_\_ Year(s), or Term of Contract) (Standard term is "Term of Contract")

Given that our pricing is based on a cost plus a markup %, our markup % will remain the same through the term of the contract

Line Items		
Response Total:		\$0.00

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**These forms are for non-construction contracts**

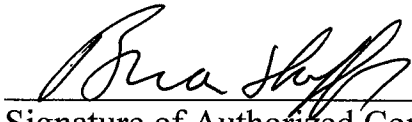
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐



Signature of Authorized Company Official

6/24/15

Date

Brian Sheffer, President

Printed Name of Authorized Company Official

En-Net Services, LLC

Company Name

*Attach to this page a current W-9 form*

*Please complete the forms below*

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES JB Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES JB Initial of Authorized Company Official

---

**SUSPENSION OR DEBARMENT CERTIFICATE**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES JB Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

En-Net Services, LLC

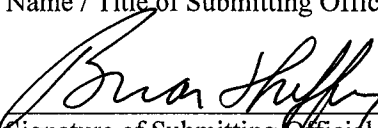
\_\_\_\_\_  
Name of Organization

712 N. East Street

\_\_\_\_\_  
Address of Organization

Brian Sheffer, President

\_\_\_\_\_  
Name / Title of Submitting Official

  
\_\_\_\_\_  
Signature of Submitting Official

6/24/15  
\_\_\_\_\_  
Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES MB Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MB Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES MB Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES YSP Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES YSP Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES YSP Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES AB Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES BS Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES AS Initial of Authorized Company Official



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## SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

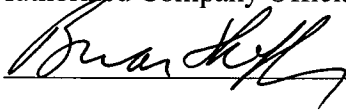
Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official:



Company:

En-Net Services, LLC

---

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: En-Net Services, LLC

Mailing Address: 712 N. East Street

City: Frederick

State: MD

Zip: 21701

Telephone Number: (301) 846-9901

Fax Number: (301) 846-9902

Email Address: efloyd@en-netservices.com

Authorized Signature: 

Printed Name: Brian Sheffer

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 8-27-15  
TIPS Authorized Signature Date

 8-27-15  
Approved by Region VIII ESC Date

References

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Washington County Governmer	Hagerstown	MD	Joshua ONeal	240-313-2265
Mayor's Office of Information T	Baltimore	MD	Eric Wildberger	443-741-3214
PASBO	Harrisburg	PA	Andrew Rucker	717-540-9551



*Technology Solutions For Public Sector Since 1996*

**En-Net Services**  
712 N. East Street  
Frederick, Maryland 21701  
301.846.9901  
FAX: 301.846.9902  
[www.en-netservices.com](http://www.en-netservices.com)

June 15, 2015

The Interlocal Purchasing Systems  
4845 US Hwy 271 North  
Pittsburg, TX 75686

To Whom it May Concern,

En-Net Services, LLC (En-Net) has reviewed the Interlocal Purchasing System (TIPS) RFP 1082715 for Cabling Products and Services.

En-Net acknowledges and agrees to all of the terms and conditions set forth in the RFP with no exceptions. En-Net will offer the manufacturer's standard warranty on all products shipped under this contract. In addition, En-Net will make available any warranty upgrades from that manufacturer. En-Net has supplied warranty statements for many of the manufacturers named in our proposal for your review.

En-Net certifies that Kyle Yost and Brian Sheffer are authorized to sign this proposal.

We appreciate the opportunity to provide this solution and we are eager to serve the Interlocal Purchasing System.

If you or your team has any question or requires further clarification on any portion of this response please contact me at [bsheffer@en-netservices.com](mailto:bsheffer@en-netservices.com) at 301-846-9901.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Sheffer", written over a horizontal line.

Brian Sheffer  
President  
En-Net Services, LLC



Belkin International, Inc.  
12045 East Waterfront Drive  
Playa Vista, CA 90094

## **Belkin International, Inc., Limited 1-Year Product Warranty**

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### **What does this warranty cover?**

Belkin International, Inc. ("Belkin") warrants to the original purchaser of this Belkin product that the product shall be free of defects in design, assembly, material, or workmanship.

### **What is the period of coverage?**

Belkin warrants the Belkin product for one year of the date of delivery to the end user.

### **What will we do to correct problems?**

#### *Product Warranty.*

Belkin will repair or replace, at its option, any defective product free of charge (except for shipping charges for the product). Belkin reserves the right to discontinue any of its products without notice, and disclaims any limited warranty to repair or replace any such discontinued products. In the event that Belkin is unable to repair or replace the product (for example, because it has been discontinued), Belkin will offer either a refund or a credit toward the purchase of another product from Belkin.com in an amount equal to the purchase price of the product as evidenced on the original purchase receipt as discounted by its natural use.

### **What is not covered by this warranty?**

All above warranties are null and void if the Belkin product is not provided to Belkin for inspection upon Belkin's request at the sole expense of the purchaser, or if Belkin determines that the Belkin product has been improperly installed, altered in any way, or tampered with. The Belkin Product Warranty does not protect against acts of God such as flood, lightning, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration.

### **How to get service**

To get service for your Belkin product you must take the following steps:

1. Contact Belkin International, Inc., at <http://www.belkin.com/us/support> within 15 days of the Occurrence.

#### **Be prepared to provide the following information:**

- a. The part number of the Belkin product
- b. Where you purchased the product.
- c. When you purchased the product.
- d. Copy of original receipt.

2. Your Belkin Customer Service Representative will then instruct you on how to forward your receipt and Belkin product and how to proceed with your claim.

Belkin reserves the right to review the damaged Belkin product. All costs of shipping the Belkin product to Belkin for inspection shall be borne solely by the purchaser. If Belkin determines, in its sole discretion, that it is impractical to ship the damaged equipment to Belkin, Belkin may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, Belkin reserves the right to be subrogated under any existing insurance policies the purchaser may have.

### **How state law relates to the warranty**

THIS WARRANTY CONTAINS THE SOLE WARRANTY OF BELKIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR, EXCEPT AS REQUIRED BY LAW, IMPLIED, INCLUDING THE IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

IN NO EVENT SHALL BELKIN BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE SALE OR USE OF ANY BELKIN PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Some states do not allow the exclusion or limitation of incidental, consequential, or other damages, so the above limitations may not apply to you.

Belkin Tech Support

<http://www.belkin.com/us/support>

With regard to questions or concerns the following information may be used and/or contacted:

Contact Mailing Address:

Belkin International, Inc Attn: Customer Support 12045 East Waterfront Drive, Playa Vista, CA 90094

## **RMA POLICY AND PRODUCT WARRANTIES**

### **Sales Returned Merchandise Authorization (RMA) Policy**

Written authority from Eaton must be obtained before any return or credit will be allowed.

Sales RMAs will be issued for new, unused equipment that is:

- A. Within 30 days of original shipment date
- B. Returned in original sealed packaging
- C. Returned in unmodified, untampered, original condition
- D. A current design

#### **Cancellations and Erroneous Orders:**

Any order for standard Eaton products may not be cancelled within thirty days of the date scheduled for shipment/delivery by Eaton. Otherwise the order may be cancelled in accordance with the following:

- Sales RMAs issued for cancellations and erroneous orders will be subject to a minimum 15% restocking/cancellation fee
- Restocking/cancellation fee for standard product will be 15%
- Restocking/cancellation fee for special, custom or configured products will be a minimum of 50%
- The buyer is responsible for both inbound and outbound freight charges

Note: Charges may be waived by mutual agreement between buyer and seller. Proper approval and authorization must be obtained and documented in writing before the transaction is initiated.

#### **Erroneous Shipments:**

Sales RMAs necessary as a result of shipping/order entry errors will be issued and transacted with no charge to the buyer. Eaton will pay inbound freight, and outbound freight will be similar service level as original shipment.

#### **RMA Expiration:**

An RMA is valid for 60 calendar days from date of authorization by Eaton, after which it is subject to cancellation.

#### **Sales Contracts:**

An active Sales Contract with clauses relating to return of product for sales credits may supersede the Sales RMA policy statements above.

To request a Sales RMA please contact:

**800.356.5794**

**e-mail: [salesrma@eaton.com](mailto:salesrma@eaton.com)**

## WARRANTY

### Eaton Corporation Load Protection Guarantee (US and Canada)

#### **UPS MODELS: 3105, 3S, 5S, 5SC, 5110, 5115, 5125, 5P, 5PX, 9130, 9135, 9140, 9PX, 9155, 9170+ AND FERRUPS**

**GUARANTOR:** The Guarantor for the load protection guaranty set forth herein is Eaton ("Company").

**LIMITED GUARANTY:** This load protection guaranty (this "Guaranty") applies only to the original End-user (the "End-user") of any 3105, 3S, 5S, 5SC, 5110, 5115, 5125, 5130, 5P, 5PX, 9130, 9135, 9140, 9PX, 9155, 9170+ and FERRUPS Products (individually and collectively, the "Product") and cannot be transferred. This Guaranty applies even in the event that the Product is initially sold by Company for resale to an End-User.

**WHAT THIS GUARANTY COVERS:** For the lifetime of the Product, Guarantor promises to repair or replace, at Guarantor's option, the equipment (valued up to the limits shown below\*) that is damaged by an AC power line surge, spike or other transient when properly connected to Guarantor's uninterruptible power system ("UPS"). Reimbursement for or restoration of data loss excluded. This Guaranty applies only if all of the following circumstances arise:

1. The UPS is plugged into properly grounded and wired outlets, using no extension cords, adapters, other ground wires or other electrical connectors;
2. The installation of the UPS complies with all applicable electrical and safety codes described by the National Electric Code (NEC);
3. The UPS was used under normal operating conditions and in accordance with all labels and instructions; and
4. The UPS was not damaged by accident (other than AC power line transient), misuse or abuse.

**\*Cumulative Limits to be paid by Guarantor under this Load Protection Guaranty:**

\$25,000 for UPS Model 3105 and 3S

\$150,000 for UPS Models 5SC, 5110, 5115, 5125, 5P and 5PX

\$250,000 for UPS Models 9130, 9135, 9140, 9PX, 9155, 9170+ and FERRUPS products

**WHAT THIS GUARANTY DOES NOT COVER:** Any reimbursement or repair to End-user's equipment does not include reimbursement for or restoration of any data loss. This Guaranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication, or incorrect installation of Product; (d) repair or alteration of Product not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or modification of any kind to the Product not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

**This Guaranty is not valid: (a) unless the End-user returns to Company the Warranty Registration Card or completes the registration form on [www.powerquality.eaton.com/productregistration](http://www.powerquality.eaton.com/productregistration) within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible.**

Company shall not be responsible for any charges for testing, checking, removal or installation of any items.

**LIMITATION OF LIABILITY:** THE REMEDIES OF THE END-USER SET FORTH HEREIN ARE EXCLUSIVE AND ARE THE SOLE REMEDIES FOR ANY FAILURE OF COMPANY TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS GUARANTY, IN NO EVENT SHALL COMPANY BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN THE PRODUCTS, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOSS OF DATA, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE END-USER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE TOTAL CUMULATIVE LIABILITY OF COMPANY HEREUNDER WHETHER THE CLAIMS ARE BASED IN CONTRACT (INCLUDING INDEMNITY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THOSE SET FORTH ABOVE.

Company shall not be responsible for failure to provide repair or replacement under this Guaranty due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Guaranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Guaranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Guaranty.

**COSTS NOT RELATED TO GUARANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Guaranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Guaranty will be borne by the End-user.

**TO MAKE A CLAIM:** In the USA, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the USA, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3149. For comments or questions about this Load Protection Guaranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.



# WARRANTY

## Limited Warranty

### **UPS MODELS: 3105, 3S, 5S, 5SC, 5110, 5115, 5125, 5P AND 5PX (USA AND CANADA)**

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of any 3105, 3S, 5S, 5SC, 5110, 5115, 5125, 5P and 5PX Products (individually and collectively, the "Product") purchased on or after August 19th, 2009, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twenty-four (24) months from the date of purchase, or thirty (30) months from the date of shipment. For units that are registered online at [www.eaton.com/PQ/Register](http://www.eaton.com/PQ/Register), the warranty is extended to thirty-six (36) months from the date of purchase, or forty-two (42) months from the date of shipment.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product and battery (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Item (including by providing service, parts and labor, as applicable), at the option of Company.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at a Company site or such other location as determined by Company.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

## WARRANTY

### Limited Warranty (*continued*)

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3028. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Two-Year Limited Warranty

### **UPS MODELS: 9130, 9135, 9140, 9PX AND FERRUPS UP TO 3.1 kVA (USA AND CANADA)**

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of any 9130, 9135, 9140, 9PX and FERRUPS up to 3.1 kVA Products (individually and collectively, the "Product") purchased on or after June 1, 2004, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twenty-four (24) months from the date of purchase, or thirty (30) months from the date of shipment.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product and battery (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Item (including by providing service, parts and labor, as applicable), at the option of Company.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at a Company site or such other location as determined by Company.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

## WARRANTY

### Two-Year Limited Warranty (*continued*)

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3028. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Two-Year Limited Warranty

### UPS MODELS: 9155, 9170+ AND FERRUPS 4.3–18 kVA (USA AND CANADA)

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original end-user (the "End-user") of any 9155, 9170 and FERRUPS 4.3–18 kVA Products (individually and collectively, the "Product") purchased on or after June 1, 2004, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twenty-four (24) months from the date of purchase for parts, or thirty (30) months from the date of shipment for parts, and ninety (90) days from the date of purchase for labor, as further clarified in the following sections.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product and battery (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Items (including by providing service, parts and labor, as applicable), at the option of Company, and such repair or replacement shall be at either the End-user's location, Company's site, or such other location as determined by Company. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company. Expenses for any labor to repair the Warranted Item beyond the initial ninety (90) days are the sole responsibility of the End-user.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** When shipment is required of End-user: When Company determines that the Warranted Item will be repaired or replaced at a Company site or such other location, and the End-user must ship to Company the defective Warranted Item, the following procedures are required.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

## WARRANTY

### Two-Year Limited Warranty (*continued*)

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3028. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Limited Warranty (Global)

### UPS MODEL: BLADEUPS

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Eaton").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-user") of any BladeUPS Products (individually and collectively, the "Product") purchased and registered with Eaton and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-user. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for the Product is eighteen (18) months from date of Product shipment.

**WHAT THIS LIMITED WARRANTY COVERS:** Eaton warrants that the Product and battery (individually and collectively, the "Warranted Items") are free of defects in material and workmanship. If, in the opinion of Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective Warranted Item (including providing service, parts and labor, as applicable), at the option of Eaton.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at an Eaton site or such other location as determined by Eaton.

If the Warranted Item is to be replaced by Eaton, and the End-user supplies a credit card number or purchase order for the value of the replacement product, Eaton will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Eaton receives notice of the warranty claim. In such case, the End-user must return (at Eaton's expense) the defective Warranted Item to Eaton in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Eaton. If Eaton does not receive the defective Warranted Item, Eaton will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement product.

If the Warranted Item is to be replaced by Eaton, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement product, Eaton will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Eaton receives the defective product from the End-user.

In any case, Eaton will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or re-conditioned. All Warranted Items returned to Eaton and, in any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the charge of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) damage caused by fire, flood, lightning, vandalism, acts of God, End-user's neglect, misuse, misapplication, incorrect connection or external damage; or that has been subject to repair or alteration by End-user (or a third party) not authorized by Eaton in writing; (d) repair or alteration not performed by an authorized Eaton Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Eaton shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

**EATON DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY EATON. IF PERMITTED BY THE APPLICABLE MANUFACTURER, EATON SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

## WARRANTY

### Limited Warranty (Global) *(continued)*

**EATON DOES NOT WARRANT SOFTWARE, INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY EATON. WITHOUT LIMITING THE FOREGOING, EATON SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY EATON WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY EATON DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE EATON'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF EATON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Eaton to comply with its obligations hereunder. In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort (including negligence or strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must register the product warranty (via mail or online at [www.eaton.com/powerquality](http://www.eaton.com/powerquality) "warranty registration"); use the Product in a normal way; follow the Product's operation and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-user (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-User.

**OBTAINING WARRANTY SERVICE:** In the United States, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the United States, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the United States at 919.870.3028. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.



# WARRANTY

## Two-Year Limited Warranty (USA and Canada)

### CONNECTIVITY DEVICES

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of any 3, 5 and 9 series Connectivity Devices (the "Product") purchased on or after June 1, 2004, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for the Product installed [and currently located] in the fifty (50) United States, the District of Columbia, and Canada is twenty-four (24) months from the date of purchase.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product (the "Warranted Item") is free from defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Item (including by providing service, parts and labor, as applicable), at the option of Company.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:** The Warranted Item will be repaired or replaced at a Company site or such other location as determined by Company.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement Product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement Product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement Product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective Product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER,**

**COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE (IF APPLICABLE TO THE PRODUCT), INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

## WARRANTY

### Two-Year Limited Warranty (USA and Canada) *(continued)*

**COMPANY DOES NOT WARRANT SOFTWARE (IF APPLICABLE TO THE PRODUCT), INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's user's guide; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-User.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the USA, contact your local product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3149. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Limited Warranty (USA and Canada)

### EPDU ENCLOSURE POWER DISTRIBUTION UNITS

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Company").

**RACKMOUNTED LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of any Eaton Rackmounted Power Distribution Units (the "Product") purchased on or after July 1, 2012, and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States, the District of Columbia and Canada is twenty-four (24) months from the date of purchase, or thirty (30) months from the date of shipment. For units that are registered online at [www.eaton.com/PQ/Register](http://www.eaton.com/PQ/Register), the warranty is extended to thirty-six (36) months from the date of purchase, or fortytwo (42) months from the date of shipment.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Product (the "Warranted Item") is free from defects in material and workmanship. If, in the opinion of Company, a Warranted Item is defective and the defect is within the terms of this Warranty, Company's sole obligation will be to repair or replace such defective Warranted Item (including by providing service, parts and labor, as applicable), at the option of Company.

**PROCEDURES FOR REPAIR OR REPLACEMENT OF WARRANTED ITEMS:**

**Standard Product:** Defined as ePDU product with the product number sequence PWxxxxxxx or eXXXXX, (whereas x can be any value). The Warranted item will be repaired or replaced by the Company.

**Custom Product:** Defined as ePDU product with any product number sequence that does not equal a standard product as noted above. The Warranted item will be repaired at a Company site or such other location as determined by Company.

If the Warranted Item is to be replaced by Company, and the End-user supplies a credit card number or purchase order for the value of the replacement Product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives notice of the warranty claim. In such case, the End-user must return (at Company's expense) the defective Warranted Item to Company in the same packaging as the replacement Warranted Item received by the End-user or as otherwise instructed by Company. If Company does not receive the defective Warranted Item, Company will either charge the End-user's credit card, or send the End-user an invoice (which the End-user agrees to pay), for the value of the replacement Product.

If the Warranted Item is to be replaced by Company, but the End-user is unwilling or unable to supply a credit card number or purchase order for the value of the replacement Product, Company will use commercially reasonable business efforts to ship (via standard ground shipment and at no cost to the End-user) the replacement Warranted Item to the End-user within one (1) business day after Company receives the defective Product from the End-user.

In any case, Company will provide shipping instructions and will pay its designated carrier for all shipping charges for return of defective equipment and replacement of Warranted Items. Any returned Warranted Item or parts that are replaced may be new or reconditioned. All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication or incorrect installation; (d) repair or alteration not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment or modification of any kind not authorized in writing by Company personnel or performed by an authorized Company Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof.

Company shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items.

## WARRANTY

### Two-Year Limited Warranty (USA and Canada) *(continued)*

**COMPANY DOES NOT WARRANT EQUIPMENT NOT MANUFACTURED BY COMPANY. IF PERMITTED BY THE APPLICABLE MANUFACTURER, COMPANY SHALL PASS THROUGH SUCH MANUFACTURER'S WARRANTIES TO END-USER.**

**COMPANY DOES NOT WARRANT SOFTWARE (IF APPLICABLE TO THE PRODUCT), INCLUDING SOFTWARE EMBEDDED IN PRODUCTS, THAT IS NOT CREATED BY COMPANY. WITHOUT LIMITING THE FOREGOING, COMPANY SPECIFICALLY DOES NOT WARRANT SOFTWARE (SUCH AS LINUX) THAT WAS CREATED USING AN "OPEN SOURCE" MODEL OR IS DISTRIBUTED PURSUANT TO AN OPEN SOURCE LICENSE.**

**THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY COMPANY WITH RESPECT TO THE PRODUCTS AND SERVICES AND, EXCEPT FOR SUCH FOREGOING WARRANTY COMPANY DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPANY'S SOLE LIABILITY AND END-USER'S EXCLUSIVE REMEDY FOR FAILURE OF COMPANY TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE END-USER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.**

**LIMITATION OF LIABILITY:** The remedies of the End-user set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, loss of data, cost of capital, claims of customers of the End-user or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based.

Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's user's guide; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it (including interest charges, if any). During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the USA, contact your local Eaton product sales or service representative, or call the Customer Reliability Center in the USA at 919.870.3149. For comments or questions about this Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Limited Factory Warranty For Eaton Three-phase UPS Products

### THREE-PHASE PRODUCTS

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Eaton").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of the Eaton three-phase UPS Products (the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Eaton for resale to an End-user.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed [and currently located] in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage and 90 days from the date of Product startup for labor coverage. The period covered by this Warranty for Product installed [and currently located] outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product startup or eighteen (18) months from date of Product shipment, whichever occurs first, for parts coverage.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants that the Eaton three-phase UPS electronics, Eaton-built accessories, and Eaton-built battery cabinets, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. If, in the opinion of Eaton, a Warranted Item is defective and the defect is within the terms of this Warranty, Eaton's sole obligation will be to repair or replace such defective item (including by providing service, parts and labor, as applicable), at the option of Eaton. The Warranted Item will be repaired or replaced onsite at the End-user's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. All parts replaced by Eaton shall become the property of Eaton.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

**This Warranty is not valid:** (a) unless an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA) performs startup and commissioning of the Product; (b) if the Product is moved to a new location by someone other than an authorized Eaton Customer Service Engineer (in USA) or Agent (outside of USA); or (c) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Labor warranty is not provided for Product located outside of the fifty (50) United States or the District of Columbia. Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty. Batteries are not warranted by Eaton.

**THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED).**

**LIMITATION OF LIABILITY:** In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due to it (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Eaton Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the USA at 919.870.3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Limited Factory Warranty For Eaton 9355 UPS Products

### 9355

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton Corporation, an Ohio Corporation ("Eaton").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original End-user (the "End-user") of the 9355 UPS Products (the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Eaton for resale to an End-user.

**WHAT THIS LIMITED WARRANTY COVERS:** The warrantor warrants, within the terms of this Warranty, that the Eaton three-phase UPS electronics, Eaton-built accessories and Eaton-built battery cabinets, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship.

For Product installed (and currently located) in the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (including the costs of providing diagnosis, service, and labor ["labor coverage"]). The defective Warranted Item will be refurbished or replaced onsite at the End-user's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. All parts replaced by Eaton shall become the property of Eaton.

For Product installed (and currently located) outside the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item. (not including the costs of labor coverage). The defective Warranted Item will be refurbished or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. All parts replaced by Eaton shall become the property of Eaton.

**LIMITED WARRANTY PERIOD:**

The period covered by this Warranty for Product installed (and currently located) in the fifty (50) United States and the District of Columbia is ninety (90) days from the date of Product purchase for labor coverage and twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

The period covered by this Warranty for Product installed (and currently located) outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:**

This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

This Warranty is not valid: if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Labor warranty is not provided for Product located outside of the fifty (50) United States or the District of Columbia. **Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this warranty. Batteries are not warranted by Eaton.**

**THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED).**

**LIMITATION OF LIABILITY:** In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

## WARRANTY

### Limited Factory Warranty For Eaton 9355 UPS Products *(continued)*

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-user must register the product warranty (via mail or online at [www.eaton.com/powerquality](http://www.eaton.com/powerquality) "product registration"); use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due to it (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-user.

**OBTAINING WARRANTY SERVICE:** In the USA, call the Eaton Customer Reliability Center 7x24 at 800.843.9433. Outside of the USA, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the USA at 919.870.3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Limited Factory Warranty For Eaton 93E UPS Products

### 93E

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**WARRANTOR:** The warrantor for the limited warranties set forth herein is Eaton ("Eaton").

**LIMITED WARRANTY:** This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-User") of the Eaton 93E UPS Products (the "Product") and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-User. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

**WHAT THIS LIMITED WARRANTY COVERS:** Eaton warrants, within the terms of this Warranty, that the Eaton three-phase UPS electronics, Eaton-built accessories, and Eaton-built battery cabinets, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship.

For Product installed (and currently located) in the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (including the costs of providing diagnosis, service, and labor ["labor coverage"]). The defective Warranted Item will be refurbished or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

For Product installed (and currently located) outside the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item. (not including the costs of labor coverage). The defective Warranted Item will be refurbished or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

**LIMITED WARRANTY PERIOD:** The period covered by this Warranty for Product installed (and currently located) in the fifty (50) United States and the District of Columbia is six (6) months from the date of Product purchase for labor coverage when no startup is performed by an authorized Eaton Customer Service Engineer or Agent or twelve (12) months from the date of Product purchase with startup performed by an authorized Eaton Customer Service Engineer or Agent and twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

The period covered by this Warranty for Product installed (and currently located) outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

**WHAT THIS LIMITED WARRANTY DOES NOT COVER:** This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, End-User's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; or (e) improper testing, operation, maintenance, adjustment, or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent.

This Warranty is not valid: if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Eaton does not provide a labor warranty for Product located outside of the fifty (50) United States or the District of Columbia. Any equipment, parts or materials included in the Product and not manufactured by Eaton are warranted solely by the manufacturer of such equipment, parts or materials and are not included as part of this Warranty. Batteries are not warranted by Eaton.

**THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU..**

**LIMITATION OF LIABILITY:** In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort (including negligence and strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.



## WARRANTY

### Limited Factory Warranty For Eaton 93E UPS Products *(continued)*

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-User must register the product warranty (via mail or online at [www.powerquality.eaton.com/Product-Registration](http://www.powerquality.eaton.com/Product-Registration) "product registration"); use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

**OTHER LIMITATIONS:** Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-User (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-User.

**OBTAINING WARRANTY SERVICE:** In the United States, call the Eaton Customer Reliability Center 7x24 at 800-843-9433. Outside of the United States, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the United States at 919-870-3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.

# WARRANTY

## Pulsar series

### **LIMITED WARRANTY & PROPRIETARY RIGHTS FOR PULSAR SERIES SINGLE-PHASE PRODUCTS (T-11)**

#### **STANDARD LIMITED WARRANTY FORM (APPLICABLE WITHIN THE UNITED STATES, CANADA AND LATIN AMERICA)**

##### **EATON STANDARD SINGLE-PHASE LIMITED WARRANTY**

Eaton warrants single phase products manufactured by Eaton to be free from defects in materials and workmanship for the following applicable time periods beginning with the date of purchase by or for the first End-user ("Purchaser"):

The following products are covered by a one (1) year warranty period:

- Power-Sure 700 Power Conditioners

The following products are covered by a two (2) year warranty period:

- Nova AVR, Evolution, Evolution S, EX, MX, MX Frame and EX RT
- Power-Suppress 100 Ultra-Isolator Noise Suppressors and Power-Sure 800 Power Conditioners

The following products are covered by a three (3) year warranty period:

- Eclipse Personal

The following products are covered by a five (5) year warranty period:

- Power-Suppress T7

The following products are covered by a ten (10) year warranty period;

- Eclipse Pro and Eclipse ProTel

The terms and conditions of this standard limited warranty also apply to extended warranty coverage for the Pulsar series.

Any defects in materials or workmanship must be reported to Eaton within the applicable warranty period. Where labor is not included in the warranty, any labor performed by Eaton shall be billed to Purchaser at, and Purchaser agrees to pay, Eaton standard labor rates then in effect for all warranty work performed hereunder. Eaton shall have the sole right to determine if any defective parts are to be repaired at the job site or whether they are to be returned to the factory for repair or replacement. All items returned to Eaton for repair or replacement must be sent freight prepaid to its factory. Purchaser must obtain Eaton Return Materials Authorization ("RMA") prior to returning items. The conditions stated herein must be met for Eaton warranty to be valid. Eaton will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of the subject product, for damage due to accident, abuse or act of God (such as earthquake, flood, inclement weather, rain or fire), or relating to Purchaser's failure to follow proper environmental conditions for the product.

In no event shall Eaton be liable for loss, damage, or expense directly or indirectly arising from the use of or any defects in the subject product, or from any other cause, except as expressly stated in this warranty. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, EATON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

Eaton is not liable for and Purchaser waives any right of action it has or may have against Eaton for any consequential or special damages arising out of any breach of warranty, and for any damages Purchaser may claim for damage to any property or injury or death to any person arising out of its purchase or the use, operation or maintenance of the subject product. In no event will Eaton be liable for any labor subcontracted or performed by Purchaser for preparation of the warranted item for return to an Eaton factory or for preparation work for field repair or replacement, and Eaton will not be responsible to pay any invoice therefore. Some States and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty shall be exclusive of any and all other warranties express or implied and may be modified only by a writing signed by an authorized officer of Eaton. This warranty shall extend to the Purchaser but to no one else. Accessories supplied by Eaton, but manufactured by others, carry any warranty the manufacturers have made to Eaton, and which can be passed on to Purchaser.

EATON makes no warranty with respect to whether the products sold hereunder infringe any patent, U.S. or foreign, and Purchaser represents that any

## **WARRANTY**

### **Pulsar series (*continued*)**

specially ordered products do not infringe any patent. Purchaser agrees to indemnify and hold EATON harmless from any liability by virtue of any patent claims where Purchaser has ordered a product conforming to Purchaser's specifications, or conforming to Purchaser's specific design. Purchaser has not relied and shall not rely on any oral representation regarding any products sold hereunder and any oral representation shall not bind EATON and shall not be part of any warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State or jurisdiction to jurisdiction.

#### **PROPRIETARY RIGHTS STATEMENT**

The information in this manual is the property of EATON, and represents a proprietary article in which EATON retains any and all intellectual property rights, including exclusive rights of use and/or manufacture and/or sale. Possession of this information does not convey any permission to reproduce, print, manufacture, or have made the article or articles shown herein. Such permission may be granted only by specific written authorization signed by an authorized officer of EATON.

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Eaton DPQD, 8709 Kerns Street, San Diego, CA 92154 · 800.279.7776 · [www.eaton.com/powerquality](http://www.eaton.com/powerquality) · [www.eaton.com/mgeops](http://www.eaton.com/mgeops)

For Single-phase Warranty applicable outside of the United States, Canada and Latin America, contact the appropriate EATON Regional Office.



Legendary Reliability™

## **AMERICAN POWER CONVERSION LIMITED FACTORY WARRANTY**

### **One-Year Factory Warranty<sup>1</sup>**

The limited warranty provided by American Power Conversion (APC®) in this Statement of Limited Factory Warranty applies only to products you purchase for your commercial or industrial use in the ordinary course of your business.

#### **Terms of Warranty**

American Power Conversion warrants its products to be free from defects in materials and workmanship for a period of one year from the date of purchase. APC obligation under this warranty is limited to repairing or replacing, at its sole discretion, any such defective products. This warranty does not apply to equipment that has been damaged by accident, negligence or misapplication or has been altered or modified in any way. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory remanufactured.

#### **Non-transferable Warranty**

This warranty applies only to the original purchaser who must have properly registered the product. Product may be registered at [warranty.apc.com](http://warranty.apc.com).

#### **Exclusions**

APC shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further APC shall not be liable under the warranty for unauthorized attempts to repair or modify wrong or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, repair, installation, start-up by non-APC designated personnel, a change in location or operating use, exposure to the elements, Acts of God, fire, theft, or installation contrary to APC recommendations or specifications or in any event if the APC serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

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<sup>1</sup> To determine which factory warranty applies to the APC product you purchased, please consult the factory warranties located on the APC web site: [www.apc.com/products](http://www.apc.com/products)

**THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS SOLD, SERVICED OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HERewith. APC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE. APC EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, APC RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. THE WARRANTIES SET FORTH ABOVE CONSTITUTE APC SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH OF SUCH WARRANTIES. APC WARRANTIES RUN ONLY TO PURCHASER AND ARE NOT EXTENDED TO ANY THIRD PARTIES.**

**IN NO EVENT SHALL APC, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER APC HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SPECIFICALLY, APC IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUANTS, CLAIMS BY THIRD PARTIES, OR OTHERWISE.**

**NO SALESMAN, EMPLOYEE OR AGENT OF APC IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY AN APC OFFICER AND LEGAL DEPARTMENT.**

### **Warranty Claims**

Customers with warranty claims issues may access the APC worldwide customer support network through the APC web site: [support.apc.com](http://support.apc.com). Select your country from the country selection pull-down menu. Open the Support tab at the top of the web page to obtain contact information for customer support in your region.





## **Cables To Go Manufacturer Warranty**

### **WARRANTY:**

Cables To Go provides a lifetime guarantee against defects and labor on all custom and distributed cables. Please note that CUSTOM CABLE ASSEMBLIES ARE NON-RETURNABLE AND NON-CANCELLABLE. Warranties do not apply to damage from misuse or any consequential damages. Other important policies include:

Opened electronic non-defective product is not available for return, exchange, or credit.

Many of our products carry Manufacturer's Warranty Only.

All other products, including network electronics, power protection and peripheral sharing products are covered by their manufacturer's warranty which is subject to change without notice.

### **CONTACT:**

Parts Express

Ph: 1-800-338-0531 ext. 780

### **RETURN PROCESS:**

Call Parts Express to obtain RA number. Pack merchandise carefully to avoid further damage, and complete Return Form on the bottom of the invoice. Record customer and RA number on the outside of the box. Ship merchandise back to Parts Express prepaid.



(1)

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## Terms and Conditions

This statement of policy supersedes any previous policy expressed or implied and no representative or person is authorized to assume any other liability or adopt any other policy for Comprehensive without our written consent. All terms and conditions, prices and policies are subject to change without notice.

### Terms of Payment and Credit

Comprehensive accepts Cash, Visa, MasterCard, American Express and Discover, Wire Transfer. Orders may also be shipped on open account Net 30 terms to established accounts. Companies that have not established an account with Comprehensive should allow 2 to 3 weeks to process credit applications. Term discounts do not apply to freight charges. Past due balances are subject to a 1½% service charge per month (18% per annum). All prices are billed in U.S. currency.

### Tax

Orders billed or shipped to New York, New Jersey, Connecticut, VT, Indiana and Maryland and will be charged the appropriate sales tax as required by law unless a valid tax exemption certificate is submitted with the first order.

### Minimum Order

Orders placed online are not subject to a minimum order charge. Offline orders for less than \$25.00 are accepted at the discretion of Comprehensive and are subject to a \$5.00 handling charge.

### Backorders

Unless otherwise instructed, partial orders will be shipped and invoiced accordingly.

### Returns

If you are not completely satisfied, you may return most products for a credit less freight. A Return Authorization number must be obtained from the Comprehensive Customer Service Department BEFORE returning merchandise for any reason. Return Authorization numbers are valid for a maximum of 30 days. You will need to provide your purchase order and invoice number at time of request. Stock merchandise only is eligible for return within 30 days of shipment date. Approved merchandise must be returned in new condition and in original packaging with all manuals and included paperwork. All sales are final after 30 days. Credit will be issued for all approved returns (less freight) and are subject to a minimum 15% restock charge. Replacement item shipping customer's responsibility. Some products that may have been special ordered from the manufacturer may be subject to a manufacturer restocking fee in addition to Comprehensive's or not be eligible for return. Company reserves the right to repair, replace or credit as warranted. Repaired or replaced merchandise will have a warranty from the date of the original shipment. Closeout merchandise, discontinued products, promotional or special order items, consumables, software, defective merchandise (out of warranty), or merchandise damaged by the customer may not be returned for replacement, stock rotation or credit. Merchandise returned without prior authorization will be refused and returned at customers expense.

### Shipping Policy

Pre-pay and add FOB Origin Best Way at vendors sole discretion unless directed otherwise by customer. All freight charges and fees are customer's responsibility. We reserve the right to charge back additional carrier fees for incorrect shipping addresses or 3rd party accounts. Truck shipments are Door to Door only. Inside Delivery would need to be arranged in advance and would be an additional charge.

### Drop Shipments



Comprehensive will drop ship for preferred resellers at no additional charge. All drop shipments are handled in complete confidence.

### Shipping Discrepancies and Claims

Shipping discrepancies and damages are your responsibility. Any claim for apparent loss and/or damage must be filed with the Comprehensive within a maximum of 5 days of your merchandise receipt. Title and ownership of merchandise is transferred from Comprehensive to the consignee upon receipt of shipment by the assigned transportation company. Acknowledgment that the material listed on the Bill of Lading has been received in good condition is made by the transportation company. Upon receipt, inspect your shipment carefully. Contact Comprehensive Customer Service Department for further assistance.

### Limited Warranty

All products sold by Comprehensive are under warranty to the customer according to the terms of the original manufacturer's warranty. Warranty takes effect on the date shipped from Comprehensive or vendor direct. There are no other expressed or implied warranties except as set forth herein.

### Lifetime Warranty

Comprehensive brand cable assemblies, connectors and adapters are covered by our limited Lifetime Warranty (Exceptions include but are not limited to broadcast camera and CCU cables and bulk cable). This warranty covers defective material or workmanship only and DOES NOT apply to everyday use, misuse, or use under extreme conditions. Comprehensive must evaluate all merchandise claimed defective which must be shipped to Comprehensive prepaid along with proof of purchase ONLY after obtaining a Return Authorization from our customer service department. In the event the product is found defective at the sole discretion of Comprehensive, the item will be repaired or replaced at no charge. Return shipping is customer's responsibility.

### Blanket Orders

Comprehensive accepts blanket orders in writing and will confirm release dates before accepting order. Comprehensive will do it's best to meet all release dates but will not be held responsible for changes or expedited release dates although we will do our best to meet you requirements. Blanket Orders are non-cancellable and non-returnable. In some cases, a 25% deposit may be required. Priority Inventory is inventory segregated for a specific customers use. All releases must be taken within a maximum of 6 months unless otherwise agreed to in writing by Comprehensive. We reserve the right to ship and bill customers for product at the end of 6 months if specific direction is not given prior.

### Custom Products and Special Orders

Some products may have to be special ordered from the vendor and may be subject to a manufacturer restocking fee in addition to Comprehensive's if returned or may not be able to be returned. All orders for custom products must be submitted in writing and these items must be marked "NON-CANCELLABLE" on your purchase order. Orders for custom items cannot be cancelled once processed and cannot be returned except as provided for under limited warranty. Customers without an established line of credit with Comprehensive must remit a 25% deposit with all special orders. Price and payment terms for all special order items will be "as per quotation" from Comprehensive and be valid for no longer than 30 days from date of quote.

### Legal Disclaimer

Comprehensive and it's staff are not responsible for any consequential damages, incidental or punitive damages, or incidental expenses, including injury to persons or property from any product purchased from Comprehensive. Comprehensive is not responsible for typographical errors.

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Each Fluke Networks product is warranted to be free from defects in material and workmanship under normal use and service unless stated otherwise herein. The warranty period for the mainframe is one year and begins on the date of purchase. Parts, accessories, product repairs and services are warranted for 90 days, unless otherwise stated. Ni-Cad, Ni-MH and Li-Ion batteries, cables or other peripherals are all considered parts or accessories. The warranty extends only to the original buyer or end user customer of a Fluke Networks authorized reseller, and does not apply to any product which, in Fluke Networks' opinion, has been misused, abused, altered, neglected, contaminated, or damaged by accident or abnormal conditions of operation or handling. Fluke Networks warrants that software will operate substantially in accordance with its functional specifications for 90 days and that it has been properly recorded on non-defective media. Fluke Networks does not warrant that software will be error free or operate without interruption.

Tools and test sets and other identified products are subject to the different warranties in the matrix below or subject to other warranty terms and conditions that are provided with certain products. The Tools and test set and AirMagnet products are not field serviceable and customers should return them directly to Fluke Networks customer support services for all repairs. Certain products, because of their applications, can be supported for non-warranty maintenance by our customers. Some documentation and replacement components are available for purchase from Fluke Networks.

Product	Warranty period
Impact Tools and D-Impactor™ Five Pair impact tools (blades excluded), Can Wrench, Probe Pic	Lifetime
TS@40 Series Test Sets TS@52 Pro Test Sets	3 years
Butt-in telephone test sets (TS@40 Series excluded), Pro3000™ Analog Tone & Probe, ADSL Splitter, Modular Adapters, Coax Strippers, Cable Strippers, Modular Crimper, Need-L-Lock™ crimping pliers, TS@100 Cable Fault Finder, TS@90 Cable Fault Finder, TS@250 ISDN Test Set, TS@1200 ADSL/POTS Test Set, JackRapid™ Punchdown Tool (excludes bladehead), SpotCheck™ ADSL Presence Tester	18 months
Electrician's Snips, D-Snips™ Scissors, Cable Splicing Knife	90 days
AirMagnet Field Express Kit	90 days (netbook batteries not included)
Analysis Service Element	18 months

Fluke Networks authorized resellers shall extend this warranty on new and unused products to end-user customers only but have no authority to extend a greater or different warranty on behalf of Fluke Networks. Warranty support is available only if product is purchased through a Fluke Networks authorized sales outlet or Buyer has paid the applicable international price. To the extent permitted by law, Fluke Networks reserves the right to invoice Buyer for repair/replacement when a product purchased in one country is submitted for repair in another country.

For a list of authorized resellers, visit [www.flukenetworks.com/wheretobuy](http://www.flukenetworks.com/wheretobuy)

Fluke Networks warranty obligation is limited, at Fluke Networks option, to refund of the purchase price, free of charge repair, or replacement of a defective product which is returned to a Fluke Networks authorized service center within the warranty period.

To obtain warranty service, contact your nearest Fluke Networks authorized service center to obtain return authorization information, then send the product to that service center, with a description of the difficulty, postage and insurance prepaid (FOB destination). Fluke Networks assumes no risk for damage in transit. Following warranty repair, the product will be returned to Buyer, transportation prepaid (FOB destination). If Fluke Networks determines that failure was caused by neglect, misuse, contamination, alteration, accident or abnormal condition of operation or handling, or normal wear and tear of mechanical components, Fluke Networks will provide an estimate of repair costs and obtain authorization before commencing the work. Following repair, the product will be returned to the Buyer transportation prepaid and the Buyer will be billed for the repair and return transportation charges (FOB Shipping point).

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLUKE NETWORKS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, ARISING FROM ANY CAUSE OR THEORY.

Since some countries or states do not allow limitation of the term of an implied warranty, or exclusion or limitation of incidental or consequential damages, the limitations and exclusions of this warranty may not apply to every buyer. If any provision of this Warranty is held invalid or unenforceable by a court or other decision-maker of competent jurisdiction, such holding will not affect the validity or enforceability of any other provision.

Fluke Networks  
PO Box 777  
Everett, WA 98206-0777  
USA

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## Product Warranty

This document covers product warranties for legacy Enterasys products. Additional Extreme Networks product warranties may be found at:

<http://www.extremenetworks.com/support/extreme-support/policies/>

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS AS LISTED HEREIN AND SOLD OR DISTRIBUTED TO SUCH END USER BY AN AUTHORIZED EXTREME OR ENTERASYS NETWORKS RESELLER ("PARTNER") OR EXTREME NETWORKS ("EXTREME") AND BEARING THE "ENTERASYS" OR "EXTREME" BRAND NAME.

**PRODUCT REGISTRATION WITHIN 30 DAYS AFTER PURCHASE IS REQUIRED TO VALIDATE PRODUCT WARRANTY. FAILURE TO DO SO MAY RESULT IN DELAYS IN RECEIVING WARRANTY SUPPORT.**

**WARRANTY REGISTRATION IS AVAILABLE AT**

<http://www.extremenetworks.com/support/enterasys-support/>

<b>Table 1 – Product Warranty</b>	<b>Warranty Duration<sup>1</sup></b>	<b>Hardware Replacement<sup>2</sup></b>	<b>Technical Support (8x5 Phone, Web &amp; Knowledge Base)</b>	<b>Firmware Releases</b>
800 Series	Lifetime	NBD Shipment	1 Year Telephone, Lifetime Web & KB	Lifetime
A, B, C, D, G-Series	Lifetime	NBD Shipment <sup>3</sup>	Lifetime	Lifetime <sup>4</sup>
K Series	Lifetime	10 Business Day Delivery	Lifetime	Lifetime <sup>4</sup>
7100G Gigabit Data Center Switch	Lifetime	NBD Shipment	Lifetime	No <sup>5</sup>
7100K Series, N, S, X-Series, Common Uplinks, XSR, C5210 Wireless Controller	1 Year	Return to Factory Repair	1 Year	90 Days
Appliances - IPS/SIEM, NAC, NMS (NetSight), Mobile IAM	1 Year	Return to Factory Repair	1 Year	90 Days
C5210, C20/C20N, Accessories, Standalone and Outdoor Access Points <ul style="list-style-type: none"> <li>AP2630, AP2640, AP3630, AP3640 – Standalone AP's</li> <li>AP2650, AP2660, AP3660, AP3765e, AP3765i, AP3767e – Outdoor AP's.</li> </ul> All outdoor NEMA-based solutions, including associated indoor AP, enclosure, connectors, cables, antennas, mounting brackets and power supplies.	1 Year	Return to Factory Repair	1 Year	No
Wireless Indoor Access Point Models (fit mode) AP2605, AP2610, AP2620, AP3605, AP3610, AP3620, AP3705i, AP3710e, AP3710i, AP3715e, AP3715i, AP3825i, AP3825e, AP3805i, AP3805e	Lifetime <sup>6</sup>	NBD Shipment <sup>6</sup>	Lifetime <sup>6</sup>	1 Year <sup>7</sup>
Wireless Controllers (C4110, C5110 and C25)	Lifetime <sup>8</sup>	15 Business Day Return to Factory <sup>8</sup>	Lifetime <sup>8</sup>	1 Year <sup>7</sup>
I-Series	5 Years	Return to Factory Repair	5 Years	2 Years
All Software, Virtual Appliances/Controllers	90 Days	N/A	90 Days	No

<sup>1</sup> Lifetime is defined as End of Sale plus 5 years, except in the case of Wireless Controllers, which have warranty duration of End of Sale plus 1 year.

<sup>2</sup> Actual delivery times may vary depending on specific End User location.

<sup>3</sup> Advanced Replacement NBD Delivery applies to A2, B2/C2, B3/C3 in NA, Western Europe, Australia.

<sup>4</sup> Warranty coverage for premium licenses is limited to 1 year, except for Advance Routing and IPV6 Routing licenses for the B5/C5, previous B/C generations and G3 which have lifetime coverage. See section 2. II. C for more information about Extreme's Software/Firmware Version Schema.

<sup>5</sup> Please refer to Product Bulletin on Software Update Policy located at URL: <http://www.extremenetworks.com/wp-content/uploads/2014/01/Software-Update-Policy-7100G.pdf>

<sup>6</sup> For products sold prior to 6/1/2009, the warranty duration is 1 Year and hardware replacement is Return to Factory Repair.

<sup>7</sup> Maintenance releases only. Coverage for AP firmware maintenance releases begins on the initial purchase date of the associated wireless controller.

<sup>8</sup> For products sold prior to 1/1/2011, the warranty duration is 1 Year and the hardware replacement is Return to Factory Repair.

## 1. Hardware Warranty

- I. EXTREME warrants to the original purchasing End User that each unit of EXTREME hardware products ("Hardware Products" or "Products") will be free from defects in material and workmanship for the period specified in **Table 1 – Product Warranty**, beginning from the date of shipment to End User. All hardware products include Advance Part Replacement (Next Business Day Shipment) during the first 30 days after product shipment.
- II. Breach of warranty will be enforceable against EXTREME only if written notice of such breach is received by EXTREME within the applicable warranty period.
- III. If a warranty claim is invalid for any reason and EXTREME agrees to repair the returned Product even though it is not under warranty, End User will be charged for services performed and expenses incurred by EXTREME in repairing, handling and shipping the returned Product.
- IV. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this warranty.
- V. As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to End User or upon the termination of the original warranty period, whichever is longer.
- VI. As to any out-of-warranty Products repaired, modified or replaced by EXTREME at EXTREME'S regular charges, the warranty period with respect to the material and workmanship hereunder shall expire thirty (30) days after the date of shipment of said Product to End User.

## 2. Software Warranty

- I. Subject to the limitations and conditions set forth herein, Extreme warrants that commencing from the date of shipment to End User and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
- II. Software
  - A. Should the EXTREME GTAC determine, during the course of providing support hereunder, that End User may benefit from the installation of a software patch or software bug fix, if and when EXTREME, at its sole discretion, develops and releases said software patch or software bug fix, EXTREME may make it available to End User at no charge.
  - B. End User is entitled to maintenance software releases that EXTREME issues from time to time. These products are defined in **Table 1 – Access to Firmware Releases** column. However, this warranty shall not automatically entitle customer to any feature requiring a separate license; customers must purchase a one-time license to permanently unlock these features for use. You have no right to use the software maintenance updates for any other product or purpose. Your use of software maintenance updates shall be subject to the terms and conditions, including but not limited to restrictions on transferability, set forth in EXTREME'S License Agreement that came with the product you purchased. Your use of a software updates constitutes your acceptance of the terms and conditions of the License Agreement. Copies of the License Agreement are available upon request. Software updates can only be installed on products purchased through authorized resellers and channels.
  - C. Extreme Software/Firmware Version Numbering Schema: A.B.C.(D)
    - I. A = Major Release Number
    - II. B = Minor Release Number(i.e. Feature Release)
    - III. C = Maintenance Release Number(i.e. "fix" release within minor release track)
    - IV. D = Engineering Build (used by Support and Engineering)

## 2. Entitlements During the Applicable Warranty Period

### I. Telephone Support

A. Technical telephone support shall be provided by EXTREME'S Global Technical Assistance Center ("GTAC") to End User from 8:00 a.m. to 5:00 p.m. End User's local time Monday through Friday, excluding EXTREME recognized holidays. For the location, telephone numbers and fee rates of EXTREME'S GTACs please refer to EXTREME'S Support Web page at <http://www.extremenetworks.com/support/enterasys-support/>. Telephone support provided hereunder will be limited to that necessary to confirm functional operation or determine if a Product is performing in accordance with Section 1, "Product Warranty" above. Should further support be required, per-incident support charges will apply.

### II. Product Replacement

#### A. Advance Replacement

a. During the period beginning from the date of shipment of Hardware Products and extending as defined in the "Hardware Replacement" column of **Table 1**, any such Hardware Product which, after reasonable diagnosis and support attempts by EXTREME'S GTAC, is determined by EXTREME'S GTAC to be non-functioning, shall be replaced on a commercially-reasonable efforts basis. EXTREME shall make a commercially-reasonable effort to meet the Advance Replace timeframes detailed in **Table 1 "Hardware Replacement" column..** Transportation costs relating to the delivery of warranty claims to END USER will be borne by EXTREME, however any applicable duties or taxes will be paid by the End User. EXTREME and End User shall follow the procedures outlined in 3.B.I.a.i. herein for the return and replacement of such Hardware Product during the above referenced periods.

- i. EXTREME must be notified by End User prior to the return of said Product. EXTREME will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to EXTREME will be borne by EXTREME when shipped using the methods advised by Extreme on the RMA acknowledgement. In no event will EXTREME accept any returned Product which does not have a valid Return Material Authorization number. All Products returned to EXTREME must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to EXTREME should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, software, software or other data. Any add-on software or software should be backed up and stored by End User before returning Products to EXTREME. Add-on hardware, software, software or other data returned with the Products may be lost in the repair process, and EXTREME shall bear no responsibility for such loss.
- ii. Within ten (10) days of receipt of notice from EXTREME requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid. Failure to ship the defective equipment to Extreme within ten days after receiving the replacement will result in an invoice being raised for the replacement equipment. If the defective unit is subsequently returned a credit note will be issued. Proof of shipment should be retained to assist in the verification of any returns.



B. Return to Factory Repair

- a. During the remainder of the hardware warranty, for the period defined in the "Return to Factory Repair" column of Table 1 **Hardware Warranty** if Products under warranty are claimed to be defective, any such Hardware Product which, after reasonable diagnosis and support attempts by EXTREME'S GTAC, is determined by EXTREME'S GTAC to be non-functioning, shall be replaced on a commercially-reasonable efforts basis. EXTREME and End User shall follow the procedures outlined in 3.B.II.a.i. through 3.B.II.a.iv. herein for the return and replacement of such Hardware Product during the above referenced periods.
  - i. EXTREME must be notified by End User prior to the return of said Product. EXTREME will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to EXTREME will be borne by END USER. In no event will EXTREME accept any returned Product which does not have a valid Return Material Authorization number. All Products returned to EXTREME must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to EXTREME should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, software, software or other data. Any add-on software or software should be backed up and stored by End User before returning Products to EXTREME. Add-on hardware, software or other data returned with the Products may be lost in the repair process, and EXTREME shall bear no responsibility for such loss.
  - ii. Within ten (10) days of receipt of notice from EXTREME requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid.
  - iii. Within thirty (30) business days of receipt of same (15 business days for Wireless controllers with Lifetime Warranty), EXTREME shall use commercially reasonable efforts to fix or replace, at its option, any defective Product that EXTREME has determined to be under warranty. Transportation costs relating to the delivery of warranty claims to END USER will be borne by EXTREME, however any applicable duties or taxes will be paid by the End User.
  - iv. If no warranty repair or replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.

III. Integrated Component Coverage

- A. For certain product families, as detailed in **Table 2 – Integrated Component Coverage** EXTREME warrants to the End User that any power supplies, fans, and cables provided with any Product covered under the Warranty will be free from defects in material and workmanship. Components excluded as noted in **Table 2 – Integrated Component Coverage** have their own warranty, the terms of which are included with the product/component.

**Table 2 – Integrated Component Coverage**

Product Family	Stacking Cables	Fans	Power Supplies <sup>9</sup>	I/O Modules & Fabrics	Transceivers
800 Series	N/A	Yes	Yes	N/A	No
7100K Series	No	Yes	1 Year	N/A	No
7100G Series	No	5 Year	5 Year	N/A	No
A Series	No	Yes	Yes	N/A	No
B, C Series	Yes	Yes	Yes	Yes <sup>10</sup>	No
D, G-Series	N/A	Yes	1 year	Yes <sup>11</sup>	No
I-Series	N/A	N/A	3 years	Yes	No
K-Series	N/A	No	1 year	Yes	No

3. General

- I. The warranties set forth in Sections 1 and 2 above, and the entitlements set forth in Section 3 above, are for the benefit of and shall apply only to End User.
- II. EXTREME'S warranties shall not apply to any Product or Licensed Material which has been damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, improper operating environment (including lack of proper temperature, humidity, ventilation or air quality control), flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond EXTREME'S control, or if the Product or Licensed Material was not properly maintained by End User during the warranty period. EXTREME expressly reserves the right to refuse to repair or replace any Product in the event there is evidence of prior environmental misuse of the Product.
- III. There shall be no warranty or liability for any Products or Licensed Materials that have been modified by End User without EXTREME'S prior written approval.
- IV. Replacement Products or Licensed Materials outside the scope of this warranty or with respect to Product(s) or Licensed Materials out-of-warranty will be furnished at the established charges of EXTREME then in effect.

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<sup>9</sup> External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty.

<sup>10</sup> Applies to C3K only

<sup>11</sup> Applies G Series Only

- V. End User shall ensure that EXTREME will have full and free access to the Products and Licensed Materials at End User's site, if required.
- VI. EXTREME shall not be responsible for failure to repair or replace Products or Licensed Materials due to causes beyond its control. EXTREME shall not be required to replace any Product or Licensed Material if it would be impractical for EXTREME personnel to do so because of unauthorized alterations to the Products or Licensed Materials or its unauthorized connection by mechanical or electrical means to another system or device.
- VII. Extreme reserves the right to replace any defective Product with different or refurbished product with substantially the same functionality.
- VIII. Extreme Products and Licensed Materials may include or be bundled with third-party products and software. Any warranties set forth herein do not apply to any such third-party products or software.
- IX. Extreme may withhold warranty support if it believes a product fault or defect can be traced to the use of third-party product, including but not limited to, Memory, Cables, Transceivers, GBIC's, Filters, or other non-Extreme items.

#### 4. Limitation of Liability

- I. THESE WARRANTIES AND EXTREME'S AND ITS AFFILIATES' LIABILITY AND END USER'S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF EXTREME OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY EXTREME OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE LICENSED MATERIALS, PRODUCTS OR ANY PARTS ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE LICENSED MATERIALS, PRODUCTS OR PARTS MAY BE ACQUIRED BY END USER. IN NO EVENT SHALL EXTREME OR ITS AFFILIATES BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF DATA, OR PROFITS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE.
- II. The Products and Licensed Materials are not specifically developed, or licensed for use in any nuclear, aviation, mass transit, or medical applications or in any other inherently dangerous applications.
- III. End User hereby agrees that EXTREME shall not be liable for any claims or damages arising from such use if End User uses the Products and/or Licensed Materials for such applications.
- IV. End User agrees to indemnify and hold EXTREME harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Products and/or Licensed Materials in such applications.
- V. Notwithstanding anything contained herein to the contrary, the total maximum liability of EXTREME and its Affiliates under this warranty for the affected Product(s) and Licensed Materials is limited, at the option of EXTREME, to either:
  - 1. EXTREME'S use of reasonable efforts to repair any Product or Licensed Materials; or
  - 2. EXTREME'S use of reasonable efforts to replace any Product or Licensed Materials, or any shipment as to which any defect is claimed by End User and duly verified by EXTREME; or
  - 3. The refund of the purchase price or license fee paid depreciated on a straight-line basis over a three (3) year period.
- VI. Notwithstanding anything to the contrary herein, with respect to any applicable Lifetime Warranty, in the event of an epidemic failure of the covered product, arising from reasonably unforeseeable factors outside of Extreme's immediate control, Extreme reserves the right to modify its warranty obligations in a commercially reasonable manner, balancing customer needs and Extreme's practical financial and logistical considerations.



# Warranties

## Guardian Extended Warranties

Raritan's products are covered by the most extensive standard warranty in the industry. Also available are affordable premium support and service options that include 24-hour advanced replacement and technical support.

### Standard Warranty with Advanced Replacement\*

- No-cost two-year warranty covering parts and labor and advanced replacement\* (available on all U.S. sales.)
- Standard warranty coverage begins on the date of purchase.
- Phone (800-724-8090 or 732-764-8886) and E-mail ([tech@raritan.com](mailto:tech@raritan.com)) support are available from 9 a.m. to 5 p.m. Eastern Time Monday through Friday

*\* To qualify for advanced replacement under standard warranty, products must be registered with Raritan.*

For customers who desire greater coverage than the Standard Warranty, Raritan offers two levels of enhanced coverage:

### Guardian Support Services Gold

- A one-year extension to the Standard Warranty coverage, PLUS
- 24-hour advanced equipment replacement\*\*
- Around-the-clock technical support for ALL three years of coverage (24/7)

### Guardian Support Services Platinum

- A two-year extension to the Standard Warranty coverage, PLUS
- 24-hour advanced equipment replacement\*\*
- Around-the-clock technical support for ALL four years of coverage (24/7)

*\*\* 24-hour next day delivery requires notification to Raritan Technical Support by 2:00 pm Eastern Time.*

Warranty pricing information is below

Warranty	Term	Pricing	Coverage
Standard	2 years	FREE	100% parts and workmanship
Guardian Support Services Gold	3 years	20% of product list price	100% parts and workmanship plus 24-hour product replacement and 24-hour technical support

Guardian Support Services Platinum	4 years	25% of product list price	100% parts and workmanship plus 24-hour product replacement and 24-hour technical support
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Warranty cost and savings are determined by the manufacturer's list price and the warranty purchase date. Warranties can be purchased at the time of initial product sale or any time during the standard 24-month warranty.

[Synchronized Warranty: Comprehensive Warranty Coverage for Your Raritan Equipment \(http://ram.raritanassets.com/resources/promotions/V1158-Synchronized-Warranty-Offer-Sheet.pdf\)](http://ram.raritanassets.com/resources/promotions/V1158-Synchronized-Warranty-Offer-Sheet.pdf)

As part of our ongoing commitment to supporting our products and customers, we offer a Synchronized Warranty, which covers both current purchases and your existing Raritan equipment. Learn how you can conveniently consolidate all your warranty info into a single policy with a common expiration date.

*Note: Some exclusions apply to Raritan's Guardian Support Services. For instance, cables and accessories are excluded from the warranty program, as are any products purchased from an unauthorized reseller or distributor. Additionally, products no longer offered on the current price list are ineligible for Extended Warranties.*

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## Mellanox Community

Technical Community  
Developer's Community

## Global Services

Mellanox Care  
Onsite Services  
Education & Training

## Contact Support

Mellanox Call Center  
+1 (408) 916.0055

Email: [support@mellanox.com](mailto:support@mellanox.com)

## Quick Links

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Firmware Downloader  
Request for Training  
White Papers  
GNU Code Request  
End-of-Life Products

## MELLANOX'S LIMITED WARRANTY AND RMA TERMS – STD AND SLA

Mellanox Technologies ("Mellanox") warrants that for a period of (a) 1 year (the "Warranty Term") from the original date of shipment of the Products or (b) as otherwise provided for in the "Customer's" (as defined herein) SLA, Products as delivered will conform in all material respects to the Product specifications in effect at the time of shipment.

Cables, Optical Modules and other Accessories are warranted for a maximum of 1 year from the date of shipment.

The warranty terms hereof are offered and made available to the original purchaser of the Products from Mellanox or, if the Products were purchased for resale, to the initial end user (such purchaser and end user herein are each a "Customer").

During the Warranty Term, Customer may notify Mellanox in writing of any material non-conformance of the Product. Notification of any such non-conformance shall include the Product serial number(s) and a detailed description of the alleged non-conformity. Mellanox reserves the right to contact the Customer to trouble shoot or examine any allegedly non-conforming Product and perform a failure analysis to determine if the alleged non-conformity is a result of defective materials or workmanship, or does not exist, or was caused by improper use or installation or damage in transit or while in the control of the Customer (in which case, Customer shall have no warranty claims with respect to such alleged non-conforming unit).

If Mellanox determines that the non-conformity was due to defective materials or workmanship, Mellanox will issue a return authorization (RMA) for the non-conforming Product units, and the Customer will return the non-conforming unit(s) to Mellanox's designated repair facility, freight pre-paid by the Customer, in accordance with the instructions set forth in the RMA. The Customer shall bear all risk of loss or damage to returned goods while in transit.

Mellanox shall, at its option, either (i) repair or replace non-conforming Product units, at Mellanox's expense, and will return an equal number of conforming Product units to the Customer, or (ii) credit the Customer for any non-conforming Product units in an amount equal to the price charged on the original date of shipment multiplied by the number of affected Product units. Any such repair or replacement provided to the Customer will not extend the Warranty Term for the Products.

At the Customer's request and at the sole discretion of Mellanox, replacement Product units may be shipped in advance of Mellanox's receipt of alleged non-conforming Product units. If the alleged non-conforming Product units are not returned to Mellanox within 30 days of the shipment of the advanced replacement, Customer will be charged the MSRP for all such advanced-shipped Product units. A valid credit card is required to secure all advanced replacement requests. In the event the alleged non-conformance is not discovered by Mellanox after reasonable inquiry, the affected units will be returned to the Customer at the Customer's expense and the Customer will reimburse Mellanox for the transportation charges, labor, and associated charges incurred in testing or repairing the allegedly non-conforming Product units. All replaced Product units shall become the property of Mellanox.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN, MELLANOX AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, ALL FIRMWARE AND ANY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The foregoing sets forth Mellanox's sole and exclusive obligation and Customer's sole and exclusive remedy for warranty claims arising from or related to Customer's STD and SLA. Terms not defined herein shall have the meanings assigned to them in Mellanox's standard terms and conditions of sale, the SLA or the STD.

[<< Return to RMA Form](#)

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#### ***Warranty Information***

*Link Depot provides warranty for its products against defects in materials and workmanship. Products may be returned for repair, replacement, or for an equal valued item . Link Depot does not warrant its products from defects, or damages due to misuse, abuse, alteration, or normal wear and tear. Warranty terms may be subject to change and will be disclosed with discretion.*

#### ***Warranty Terms***

*Link Depot is not responsible for damage to, or loss of any programs, data, etc. Backing up any programs or data on removable storage media is recommended.*

*Any implied warranties that may be imposed by applicable law are limited to the terms of this limited warranty. In no event will Link Depot be liable for any incidental, special or consequential damages, such as, loss of business, profits, data or usage.*

#### ***Warranty Length***

*Link Depot provides a lifetime guarantee against defects and workmanship on all distributed cables. The original customer purchasing the Link Depot Product will be covered under the Link Depot Warranty Program, for the defined warranty period, starting from the date of original purchase. Proof of purchase must be provided (receipt or invoice of purchase )without it , Link Depot cannot be held responsible for warranty.*

#### ***Limitation of Liability***

*In no event shall the liability of LD Smart D.B.A Link Depot. and LD Smart Inc. (directors, employees or agents) be held accountable for any damages (whether direct or indirect, special, incidental, consequential, or otherwise), loss of profits, loss of business, arising out of or related to the use of the product exceed the actual price paid for the product.*



## Aruba Standard Warranty

### LIMITED HARDWARE WARRANTY

With the exception of certain indoor access point products identified on the Aruba Price List, which are subject to a limited lifetime warranty, Aruba provides a warranty only to its end users that the hardware portion of Aruba's products will substantially conform to the Aruba's published documentation made generally available to its customers for a period of twelve (12) months from the date of shipment. Except as otherwise proscribed by applicable law, in the event of a breach of this warranty, the sole and exclusive remedy, and Aruba's sole and exclusive liability, shall be for Aruba to use its commercially reasonable efforts to correct or repair the hardware or to replace the hardware that cause breach of this warranty. If Aruba cannot, or determines that it is not practical to, repair or replace the returned hardware, then the sole and exclusive remedy and the limit of Aruba's obligation shall be to refund the amount received for such hardware.

**Warranty; Exclusions.** The warranties do not extend to any hardware that is modified or altered, is not maintained to Aruba's maintenance recommendations, is operated in a manner other than that specified by Aruba, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment) or is repaired or modified by anyone other than Aruba or an Aruba authorized company.

**Warranty Returns.** Resellers will handle and be responsible for all warranty returns from its end users. All hardware must be returned to Aruba in accordance with Aruba's then-current Return Material Authorization (RMA) procedure. Hardware obtained from Aruba that do not comply with the warranty and are returned to Aruba during the warranty period will be repaired or replaced at Aruba's option, provided the reseller or end user bears the cost of freight, insurance, duties and import and export fees to the point of repair or return. If the returned hardware is covered by the above warranty, Aruba will bear the cost of freight, insurance, duties and import and export fees for return of goods to reseller (if any) or end user. For the first 30 days of the warranty coverage period, Aruba will provide same-day-ship advance replacement for the covered product (after confirming coverage and the warranty failure) prior to the shipment cutoff time. End users may purchase an extension of this next business day protection through a separate support and service agreement. In the absence of such a support and service agreement, after thirty (30) days from shipment until expiration of the twelve (12) month warranty period, Aruba will replace or repair any non-compliant hardware and return it in operable condition within ten (10) days of receipt of the non-compliant hardware via Aruba's RMA procedure. Access to Aruba's Technical Assistance Center ("TAC") for any and all questions, consultation, deployment assistance, or problem reports shall be provided only pursuant to a separate service and support agreement.

**Limited Lifetime Warranty.** Selected Aruba Networks products are covered by a Limited Lifetime warranty detailed at <http://www.arubanetworks.com/support-services/lifetime-warranty>. Such products are subject to the above hardware warranty, with the additional proviso that after thirty (30) days from shipment until five (5) years following product announced end-of-life, Aruba will replace or repair any non-compliant



Product and return it in operable condition, shipping next business day after Aruba's receipt of the non-compliant Product via Aruba's RMA procedure, with receipt by customer within ten (10) days on a commercially reasonable basis.

**EXCEPT FOR THE WARRANTIES MADE DIRECTLY TO END USERS AND ANY OTHER WARRANTY REQUIRED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND ARUBA AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. ARUBA ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS.**

#### **LIMITED SOFTWARE WARRANTY**

Aruba warrants to customer that any media on which the software is recorded will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date the software is delivered to the end user. If a defect in any such media should occur during this 90-day period, the media may be returned to Aruba (or if you received such software from a reseller, to such reseller) and Aruba or the reseller, as applicable, will replace the media without charge to you. Aruba shall have no responsibility to replace media if the failure of media results from accident, abuse or misuse of the media.

**ARUBA AND ITS SUPPLIERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE EXPRESS WARRANTY ABOVE AND ANY OTHER WARRANTY REQUIRED BY APPLICABLE LAW, THE PROGRAMS ARE PROVIDED TO YOU WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

# COMPANY PROFILE

## Introduction

En-Net is a full service IT solutions provider of computer hardware, software, networking equipment, cabling, infrastructure, supplies and maintenance services to public sector entities. En-Net's partnerships with industry leading manufacturers enable us to create turnkey solutions, have access to in depth resources and provide the technical capabilities required to deliver solutions that meet the exact specifications and IT budget for each customer.

En-Net is focused on providing Public Sector (US Federal, State and Local Governments and Education) Institutions with state-of-the-art solutions designed to enhance the security and efficiency of their information systems. En-Net offers complete hardware, software and cabling solutions, as well as full integration, installation and warranty services. En-Net has serviced and supported a vast array of accounts. Since En-Net primarily supports public sector accounts, we have a strong understanding of how the business cycle works for State and Local Government as well as K-12 and Higher Education customers.

Established in 1996, En-Net Services has built long term relationships by pursuing one common goal: Provide high quality products and services at exceptional value with unparalleled customer service. En-Net is a certified Maryland Small Business reserve with vehicles and/or subcontracting partnerships to meet all contracting requirements.

En-Net prides itself on ensuring that customers receive efficient and courteous assistance throughout the entire sales cycle from a dedicated account manager who can help assess existing infrastructures and recommend the best solution.

## Experience

En-Net has spent 19 years servicing public sector customers and possesses the experience, infrastructure, resources, knowledge and capabilities necessary to support the requirements of this contract. En-Net currently holds multiple statewide sales and service contracts, a GSA Schedule and multiple Blanket Purchase Agreements (BPA's) for government agencies and defense contractors. A list of these contracts and basic descriptions include:

***Maryland Department of Information Technology (DoIT), Commercial Off-the-Shelf Software 2012 (COTS 2012) Contract*** – This contract is a wholly encompassing software commodity contract. The contract includes over 180 software brands, products and associated services. En-Net is responsible for the entire sales process. The contract is available to all State agencies, local municipalities and education customers in the State of Maryland. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***Maryland Administrative Office of the Courts (AOC), Hardware and Associated Equipment and Services Contract*** – This contract is a wholly encompassing hardware commodity contract. The contract includes over 200 manufactures products and

associated services. En-Net is responsible for the entire sales process. The contract is available to all State agencies, local municipalities and education customers in the State of Maryland. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***Maryland Administrative Office of the Courts (AOC), Commercial Off-the-Shelf Software (COTS) Contract*** – This contract is a wholly encompassing software commodity contract. The contract includes over 180 software brands, products and associated services. En-Net is responsible for the entire sales process. The contract is available to all State agencies, local municipalities and education customers in the State of Maryland. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***City of Baltimore Hardware, Software and Related Equipment Contract*** – This contract is a wholly encompassing hardware and software commodity contract. The contract includes over 400 manufactures products and associated services. En-Net is responsible for the entire sales process. The contract is available to all local government and education customers in the State of Maryland. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***PEPPM 2015*** –This contract is for twenty six (26) manufacturers and is issued through Central Susquehanna Intermediate Unit (CSIU) [PEPPM- PA], as well as twenty six (26) complementary awards from Kern County Superintendent of Schools (KCSOS) for the 2015 PEPPM – CA contract (California’s version of the same contract). The PEPPM contract is utilized by public schools, vocational/technical schools, approved private schools, intermediate units, non-public schools, charter schools, community colleges and public libraries. In addition, En-Net has approved and will allow usage of this contract, where permissible by statute, to four year colleges/universities, state and local governments and other non-profit agencies in all 50 States. En-Net’s extensive list of awarded manufacturers covers over 30,000 line items. En-Net was awarded the following product lines:

Absolute Software	Allied Telesis	B&B Electronics	Belkin
Copper Cables Direct	DMSI	Eaton Power	EIZO
Ergotron	Fujitsu - Computers	Fujitsu – Scanners	Imation
Iogear	Kanguru	Lantronix	Lumension
NetGear	NetIQ	Novell	Nutanix
Otter Box	Urban Armor Gear	Wasp	Webtrends
Zebra Technologies	Zero Cases		

En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***Western States Contracting Alliance (WSCA)*** – Fujitsu direct reseller. En-Net is a direct reseller in Alaska, Colorado, Delaware, Iowa, Kansas, Missouri, Montana, Nevada, New Jersey, New Mexico, South Dakota, Vermont, West Virginia and Wisconsin for Fujitsu.

As a direct reseller, En-Net is responsible for the entire sales process. Fujitsu products including file servers, desktop computers, notebooks and tablet PC's. The contract is available to state, local and education customers in these states. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***Western States Contracting Alliance (WSCA)*** – Toshiba direct reseller. En-Net is a direct reseller in Delaware for Toshiba. As a direct reseller, En-Net is responsible for the entire sales process. Toshiba products include notebooks and netbooks. The contract is available to state, local and education customers in Delaware. En-Net is tasked with marketing, quoting, purchasing, shipping / integrating, invoicing and supporting the above products.

***General Services Administration Schedule 70*** – En-Net holds its own GSA Schedule 70 contract. The contract number is GS-35F-0026J. En-Net is approved to sell Amtek Services, Axiom, Eaton, Lumension Software, Webtrends Software, Viewsonic, Xerox and Zebra Printers. In addition En-Net has GSA partnering agreements to sell Microsoft, Brocade, Belkin, APC Power, Cisco, HP, Lexmark, Acer, Kanguru Storage Devices, LG, Trend Micro, Toshiba, Ergotron, NEC, Fujitsu, Check Point, Red Hat, Panasonic, LifeSize, Seal Shield, Samsung, and Rimage, to name a few.

***Blanket Purchasing Agreements (BPA)*** – En-Net has multiple BPA's. A list of BPA's and descriptions follows:

**Maryland Administration Office of the Courts Small Purchases BPA** – \$48,000 IDIQ BPA to provide hardware, software and peripherals, with a maximum threshold of \$2,000.00 per order – 2 additional renewal options.

**Defense Contracting Management Agency (DCMA)** – IDIQ to provide Brocade SAN equipment and custom installation services.

**TSA** – IDIQ to provide Toshiba Ultrabook's and associated equipment along with custom imaging and asset tagging/tracking services.

**Maryland** – MJUD Hardware/Software

**FBI** – BPA for all layer one passive cabling and infrastructure products.

**Office of Naval Intelligence** – IDIQ to provide numerous custom configurations of fiber cable.

**Coast Guard** – IDIQ to provide Xerox printers, warranties and related supplies.

**DRS Defense Solutions (2 Separate Agreements)** – IDIQ to provide any IT product or related services to include: Servers, Desktops, Notebooks, Networking Products, Storage, Printers, Accessories and Warranties.

**Leidos, FNL (formerly SAIC)** – IDIQ to provide any IT product or related services to include: Servers, Desktops, Notebooks, Networking Products, Storage, Printers, Accessories and Warranties.

**Corporate Identity**

Company Name	En-Net Services, LLC
Corporate Headquarters Address	712 N. East Street Frederick, MD 21701
Contract Point of Contact	Ed Floyd, SLED Account Manager
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Phone	301-846-9901
FAX	301-846-9902
Website	<a href="http://www.en-netservices.com">www.en-netservices.com</a>
FEIN	52-1977379
D&B Number	947383410
E-Rate SPIN#	143034194
Maryland Small Business Reserve	#SB12-7505 – Exp 12/30/2015
eMM Vendor ID Number	316105
Virginia SWaM Certification	626984 – Exp 9/11/2017
Pennsylvania DGS Small Business Certification #	342458-2014-05-SB – Exp 5/16/2015
Parent Company	None
Subsidiaries	None

En-Net is a Limited Liability Corporation in Maryland and is owned and operated by two partners. Brian Sheffer and Kyle Yost control 50% shares each.



## **Organization and Structure**

En-Net has an organizational structure to properly service and support a contract of this magnitude. En-Net's sales, operational, and management resources as well as service and support resources will be fully leveraged to fulfill all the requirements of this contract. A brief description of the key organizational components and how they relate to the stated needs and requirements are provided below.

### Sales Organization

A dedicated team of sales professionals are prepared to service and support the State of Maryland. This team consists of account managers, pre-sales and post-sales engineers, and administrative support staff along with project and contract managers, all of whom are focused on supporting educational clients. The account managers will work with clients to better understand each customer's unique requirements and will provide their personal support to each opportunity. In addition, the account managers will work tirelessly to provide value add services to the State of Maryland that include technology / product briefings, technical white papers, technology demonstrations, problem resolution, quoting and consultation, along with other contract related services and support. This field sales team is supported by an experienced team of pre-sales engineers, inside sales reps and administrators. This complete team will ensure that all State customers receive the best possible sales experience.

### Technical Services Organization

En-Net's technical services organization is able to provide and deliver on all of the requirements of the contract. The En-Net Team has 24 x 7 Help Desk and Call Center, Field Service Engineers, Depot Repair Centers, and Project Services Teams, to support the State through this contract.

### Operational Organization

En-Net's operational organization is a vital part of En-Net's core. This group is specifically responsible for ensuring that all products ordered by the customer are properly purchased and shipped within the contract terms and conditions. This group consists of experienced buyers and logistics coordinators who work closely with suppliers and manufacturers to ensure that all purchases are filled accurately and timely. The team monitors prices, product life cycles, back orders, replacement technologies, and product constraints. This group utilizes En-Net's proprietary Transaction Tracker (ETT) system to provide a seamless communication with En-Net's internal Sales Team, Technical Services organizations, and the customers.

En-Net's organizational chart is attached on the following pages.



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## **Locations**

### En-Net's Frederick Facility

En-Net Services is headquartered in Frederick, Maryland. Located within En-Net's 10,000 square foot headquarters location is Sales, Telemarketing, Marketing, Operations and Executive Management. Currently En-Net manages numerous government and educational contracts at the local, regional and national level from this facility.

### Regional Support

Through its relationships with major distribution providers such as Ingram Micro, Tech Data, Synnex and D & H, En-Net has access to warehousing locations throughout the region. A list of these warehouse locations includes:

Millington / Memphis TN	Atlanta, GA
Harrisburg / Johnstown, PA (2 Locations)	Swedesboro, NJ
Carol Stream / Chicago, IL	Suwanee, GA
South Bend, IN	

These warehouse's total over 3 million square feet of space. On average, standard ground shipping via common carrier is 1 day to anywhere in the State of Maryland. There are also warehouse locations in TX, CA and AZ that product would ship from if there is no stock in the above mentioned warehouses.

### National Support

En-Net currently services and supports government, educational, and commercial customers nationwide. En-Net holds various Federal government BPAs and a GSA Schedule that requires En-Net to support federal civilian government agencies and the Department of Defense in all fifty states and overseas. En-Net also supports statewide contracts in AK, CA, CO, CT, DE, FL, IA, KS, MD, MO, NV, NJ, NM, NY, OH, SD, VA, VT, WV and WI.

## **Performance Standards & Methodology**

At En-Net, internal performance standards drive the company. En-Net has developed performance standards for operational functions that impact productivity, contract compliances and customer satisfaction. These standards are continually reviewed and modified based on contracts and customer feedback.

Vital functions throughout the company are closely monitored and tracked. The process of tracking, reporting, trending, and analyzing performance data is a never-ending process.

Examples of some key operational functions and the methodology by which they are measured are described below:

### Order Processing, Automated Alerts and Reporting

En-Net's ability to process orders timely and accurately is based on some of the following tools and procedures. ETT is En-Net's Transaction Tracker System. ETT is a database that closely tracks the status and movement of each order from the time it is first entered into our system until it has been invoiced. Every order being processed throughout the company can be tracked in this system.

The ETT system tracks issues to include; back order status, part numbers and ship to discrepancies, discontinued part numbers, and or orders requiring customer confirmation of replacement parts. The captured information is monitored and tracked by En-Net's operations group and they generate reports, alerts and escalations based on pre-defined performance standards. This system allows En-Net to be proactive in tracking its orders and letting customers know the true status of their orders.

### Technical Services Call Tracking System and Automated Escalations

Every service call received is issued a unique service work order number from En-Net's web enabled tracking system. All calls are time stamped for tracking purposes. En-Net's call tracking system is monitored for SLA requirements and it generates reports, alerts and escalations based on pre-defined contract performance levels. Automated reports and alerts are sent out as required. Examples of some of the automated alerts and reports are as follows:

- Territory Service Turnaround Percentage Report
- Call Opened by Organization Report
- Work Orders Not Updated Report
- Calls Completed by Engineer Report
- Workload by Engineer and Customer

Authorized customers may initiate service calls over the web, via email, or simply dial into En-Net's help desk support line.

### Performance Review

As part of its ongoing customer satisfaction survey effort, En-Net Services firmly believes that performance reviews with the customer should be conducted on a regular basis throughout the life of the contract. The review process allows both the customer and En-Net's management to measure the quality of performance in a quantifiable manner. This review process is certainly considered an integral part of managing a contract of this magnitude. En-Net's contract teams are constantly meeting with customers to review its performances.