

Limited Warranty

Terms & Conditions

This Limited Warranty contains the sole express warranty made by CyberPower, Inc. ("Company") in connection with new desktop and notebook computer systems sold by Company ("Product"). BY PURCHASING OR ACCEPTING THE PRODUCT, THE BUYER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IS PART OF THE TERMS OF SALE, CONSTITUTES A BINDING AGREEMENT, AND MAY BE ENFORCED AGAINST YOU BY COMPANY. Any warranties, if separately provided in writing, are extended only to the Buyer whose name is shown on Company's invoice and/or contract. All products are covered by manufacturer's warranty, if applicable, and Company shall not be responsible for any such warranty services or claims, except as set forth herein. Company shall not be obligated to provide any warranty service or obligations unless Buyer has paid its purchases in full under this or any other Company invoice.

Warranty Coverage - Company warrants to the original purchaser that the Product(s) shall be free of any defect in material or workmanship for a period of **three years for labor and one year for parts** from the date of the original invoice from Company. Except in the case of Notebooks, which carry a **one year labor and one year parts** from the date of the original invoice from Company. Company shall have the sole discretion in determining whether Product is covered under the warranty for labor and/or warranty for parts. Should the Product(s) supplied by Company prove defective by reason of improper workmanship or material as reasonably determined by Company, Company agrees, at its option, to either repair or replace the Product free of charge, excluding any shipping or handling charges. Company shall not be responsible for any software or data installed on the Product originally supplied by Company. This warranty does not cover software, external devices, accessories or other parts added to a Company system after the system is shipped from Company, or accessories or parts that are not installed in the Company factory. Monitors, keyboards, and mice that are included on Company's standard price list are covered under this warranty; all other monitors, keyboards, and mice are not covered. Any part that is repaired or replaced under this warranty will, itself, be warranted only for the remainder of the warranty period of the original product being repaired or replaced.

Disclaimer of Warranties - Except as set forth herein, Company disclaims all warranties including implied warranties to the extent permitted by law (to the extent they may not be disclaimed, Company limits the duration of such implied warranties to the duration of this Limited Warranty); Company disclaims any and all warranties and representations other than those explicitly specified in this contract; any warranties, if separately provided in writing, are extended only to the Buyer whose name is shown on this invoice/contract. Warranties do not cover product damaged by external causes, including accident, abuse, misuse, improper installation, problems with electrical power, acts of third parties, Products that are altered or repaired by anyone not authorized by Company, usage not in accordance with instructions accompanying the Product(s), or failure to perform required preventive maintenance, including but not limited to backups, problems caused by use of software, parts and components not supplied by Company, weather conditions, lightning, fire, water, or any acts of nature or God; Company shall not be obligated to provide any

warranty service or obligations unless customer has paid its invoices in full under this or any other Company invoice.

To Request Warranty - You must call within the applicable warranty period. Refer to the telephone number in the warranty materials shipped with your product, or call Company at (888) 900-5180. For Product not purchased directly from Company call 888/937-5582. Should your warranty be approved and verified, Company will issue a Return Merchandise Authorization (RMA) number, which is valid for fifteen (15) days. Any Product returned to Company that does not have a valid RMA number visible on the outside of the package will be refused. Product that is not defective will be returned to the sender with C.O.D. freight charges collect. You must ship the product shipping charges prepaid, and insure the shipment or accept the risk of loss or damage during shipment. Company will ship the repaired or replacement products to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be made freight collect. For all shipments outside of the domestic United States all Import duties, taxes, and brokerage fees are not included in the product price or shipping and handling cost and it will be collected upon delivery from the carriers for certain packages. These charges are recipient's responsibility.

Return & Refund Policy - No return of merchandise will be accepted without first securing a Return Merchandise Authorization ("RMA") number provided by Company. Buyer must submit evidence of purchase date, Company invoice number, description of goods including serial and model numbers, reason for return, exchange, or refund, and RMA number. At its sole discretion, Company may accept or deny Buyer's claim for return, exchange, or damages. If accepted and if the goods have not been used and are in a resalable condition, Company shall provide a refund within 30 days on new notebook and desktop computer systems; returns after the 31st day will be subject to a fifteen percent (15%) restocking fee. No refund, credit, or exchange is allowed after 45 days from the date of the invoice on all notebook and desktop computer systems, and part purchases. Opened software, promotional items, game vouchers, services, care options, and engraved products are not eligible for refund and may not be returned. (Software that contains a printed software license may not be returned if the seal or sticker on the software media packaging is broken, downloaded, and/or activated.) All products returned must have the RMA number prominently displayed on the shipping label with return freight prepaid by Buyer, and must include all original packaging, materials, manuals, and copy of invoice. All products returned must be securely packed and delivered to Company in an undamaged condition. All shipping and handling charges are non-refundable. Company may refuse or reject returned merchandise for failure to follow the conditions set forth herein.

Shipping The Product - Ship the Product(s) back to Company in their original or equivalent packaging. Clearly mark the RMA number on the outside of the carton. All returns for exchange or refund must be complete with all components, manuals, cables, warranty cards, and static bags, just as you received it. If the Product is not returned in its entirety, you will be charged for the missing items. NOTE: You are responsible for your software and data. Company is not required to advise or remind you of appropriate backup and other procedures. Company is not responsible for any lost data or software in your Product.

Repair of Your Product - Company owns all parts removed from repaired products. Company uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Company repairs or replaces a product, the warranty term is not extended. Company will not reimburse Buyer for any repairs or replacements by anyone other than Company or anyone not authorized by Company.

Delivery & Risk of Loss - Shipment of all Product(s) shall be FOB point of origin as determined by Company. All risk of loss shall pass to Buyer upon tender to common carrier, Buyer or Buyer's agent or employee at Company's warehouse or other point so designated by Company. Buyer must report in writing all shortages or discrepancies to Company within seven (7) days of receipt. Otherwise, Buyer shall be deemed to have accepted the goods in satisfactory manner as determined under the Uniform Commercial Code. Any shortage or damage during transit must be reported to the carrier immediately and Company disclaims any and all liabilities in connection with such losses.

Engraved Product Policy - Products which are engraved cannot be returned. The 30 day return period does not apply to engraved products. Company's limited warranty does not cover replacement of engraving. In the event your engraved product receives service under Company's limited warranty or any extended service plan offered by a third party, use of necessary replacement parts may eliminate the engraving on the product.

Limitation of Liability - BUYER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF THE PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AT COMPANY'S SOLE DISCRETION.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM COMPANY TO THE EXTENT PERMITTED BY LAW, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW (TO THE EXTENT THEY MAY NOT BE DISCLAIMED, COMPANY LIMITS THE DURATION OF SUCH IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY). IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE AMOUNT OF THE PARTICULAR DEFECTIVE PRODUCT PAID BY THE PURCHASER. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE.

Governing Law - This contract shall be governed and construed in accordance with the laws of the state of California. Buyer agrees that competent courts in Los Angeles County, California shall have the exclusive jurisdiction over any legal action with respect to this contract. In the event of any dispute related to this contract, the prevailing party shall be entitled to reasonable attorneys' fee and costs.