

Limited Warranty and Connected Equipment Guarantee

Read the following terms and conditions carefully before using the CyberPower CP850AVRLCD / CP1000AVRLCD (the "Product"). By using the Product you consent to be bound by and become a party to the terms and conditions of this Limited Warranty and Connected Equipment Guarantee (together referred to as this "Warranty"). If you do not agree to the terms and conditions of this Warranty, you should return the Product for a full refund prior to using it.

Who is Providing this Warranty?

CyberPower Systems (USA), Inc. ("CyberPower") provides this Limited Warranty.

What Does This Warranty Cover?

This warranty covers defects in materials and workmanship in the Product under normal use and conditions. It also covers equipment that was connected to the Product and damaged because of the failure of the Product.

What is the Period of Coverage?

This warranty covers the Product for three years and connected equipment for as long as you own the Product.

Who Is Covered?

This warranty only covers the original purchaser. Coverage ends if you sell or otherwise transfer the Product.

How Do You Get Service?

1. Call us at (877) 297-6937 or write to us at Cyber Power Systems (USA), Inc., 5555 12th Ave. E., STE 110, Shakopee, MN 55379 or send us an e-mail message at claims@cyberpowersystems.com for instructions.
2. When you contact CyberPower, identify the Product, the Purchase Date, and the item(s) of Connected Equipment. Have information on all applicable insurance or other resources of recovery/payment that are available to the Initial Customer and Request a Claim Number.
3. You must provide a purchase receipt (or other proof of the original purchase) and provide a description of the defect.
4. Pack and ship the product to CyberPower and, if requested, the item(s) of Connected Equipment, a repair cost estimate for the damage to the Connected Equipment, and all claim forms that CyberPower provides to you. Show the Claim Number on the shipping label or include it with the product. **You must prepay all shipping costs, you are responsible for packaging and shipment, and you must pay the cost of the repair estimate.**

How Long Do I Have To Make A Claim?

All claims must be made within ten days of the occurrence.

What Will We Do To Correct Problems?

CyberPower will inspect and examine the Product.

If the Product is defective in material or workmanship, CyberPower will repair or replace it at CyberPower's expense, or, if CyberPower is unable to or decides not to repair or replace the Product (if defective) within a reasonable time, CyberPower will refund to you the full purchase price you paid for the Product (purchase receipt showing price paid is required).

If it appears that our Product failed to protect any equipment plugged into it, we will also send you forms for making your claim for the connected equipment. We will repair or replace the equipment that was damaged because of the failure of our Product or pay you the fair market value (NOT REPLACEMENT COST) of the equipment at of the time of the damage. We will use Orion Blue Book, or another a third-party valuation guide, or eBay, craigslist, or other source to establish that amount. Our liability is limited to CP850AVRLCD - \$250,000; CP1000AVRLCD-\$350,000.

Who Pays For Shipping?

We pay when we send items to you; you pay when you send items to us.

What Are Some Things This Warranty Does Not Cover?

1. This Warranty does not cover any software that was damaged or needs to be replaced due to the failure of the Product or any data that is lost as a result of the failure or the restoration of data or records, or the reinstallation of software.
2. This Warranty does not cover or apply to: misuse, modification, operation or storage outside environmental limits of the Product or the equipment connected to it, nor for damage while in transit or in storage, nor if there has been improper operation or maintenance, or use with items not designed or intended for use with the Product, such as laser printers, appliances, aquariums, medical or life support devices, etc.

What Other Limitations Apply?

1. This Warranty does not apply unless the Product and the equipment that was connected to it were connected to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code), without the use of any adapters or other connectors.
2. The Product must have been plugged directly into the power source and the equipment connected to the Product must be directly connected to the Product and not "daisy-chained" together in serial fashion with any extension cords, another Product or device similar to the Product, surge suppressor, or power tap. Any such installation voids the Limited Warranty.
3. The Product and equipment connected to it must have been used properly in a suitable and proper environment and in conformance with any license, instruction manual, or warnings provided with the Product and the equipment connected to it.
4. The Product must have been used at all times within the limitations on the Product's VA capacity.

What are the Limitations?

The sole and exclusive remedies of the Initial Customer are those provided by this Warranty.

The Product was designed to eliminate disrupting and damaging effects of momentary (less than 1ms) voltage spikes or impulses from lightning or other power transients. If it can be shown that a voltage spike lasting longer than 1ms has occurred, the occurrence will be deemed outside the rated capabilities of the Product and the Limited Warranty is void.

CyberPower Does Not Cover or Undertake Any Liability in Any Event for Any of the Following:

1. Loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software.
2. Damage from causes other than AC Power Line Transients, spikes, or surges on properly installed, grounded and code-compliant 120 volt power lines in the United States and Canada; transients, surges or spikes on standard telephone land lines, PBX telephone equipment lines or Base 10T Ethernet lines, when properly installed and connected. (This exclusion applies, for example, to fluctuations in data transmission or reception, by CATV or RF transmission or fluctuations, or by transients in such transmission.)
3. Damage from any circumstance described as excluded above with respect to the Product.
4. Damages from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, abuse, misuse or alteration of either the product or the Connected Equipment.
5. CyberPower excludes any liability for personal injury under the Limited Warranty and Connected Equipment Guarantee. CyberPower excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property [EXCEPT FOR (AND ONLY FOR) the specific limited agreement of CyberPower to provide certain warranty benefits regarding "Connected Equipment" under this Warranty], loss of profits, business interruption, or loss of information or data. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
6. The Product is not for use in high-risk activities or with aquariums. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance, or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). CyberPower expressly disclaims any express or implied warranty of fitness for High Risk Activities or with aquariums. CyberPower does not authorize use of any Product in any High Risk Activities or with Aquariums. **ANY SUCH USE IS IMPROPER AND IS A MISUSE OF THE PRODUCT.**

Website: www.cyberpowersystems.com

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.