N1C Products Limited Warranty: 3PL-Series Lithium Battery UPS Systems

WARRANTER: The warranter for the limited warranties set forth herein is N1 Critical Technologies, Inc., a Wisconsin company ("N1C or Company").

LIMITED WARRANTY PERIOD: For units which are registered on line at www.lithium-ion-ups.com/warrantyregistration 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 one hundred twenty (120) months from the date of registration, or (126) months from the date of original shipment from the Company, regardless of registration date. For units which are not registered within 30 days of shipment or do not contain a battery, the warranty period is 24 months from the date of purchase. Purchase documentation will be required.

WHAT THIS LIMITED WARRANTY COVERS: The warranter warrants that the Product and battery (individually and collectively, the" Warranted Items") are 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.

Any returned Warranted Item or parts that are replaced may be replaced with new components, reconditioned components, or like-kind components (should original components no longer be available). All Warranted Items returned to Company and all parts replaced by Company shall become the property of Company. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining term of the originally purchased Product's Warranty subject to all the terms thereof.

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(if applicable); (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 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 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. Communications cards of any kind, cables, mounting hardware, hardware, or enclosures, are not covered beyond 12 months from date of purchase.

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original End-User (the "End-User") of any N1C 3PL-Series Lithium-ion Products (individually and collectively, the "Product" shipped on or after May 1, 2021 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. Company shall not be responsible for any charges or expenses incurred for testing, checking, removal, or installation of Warranted 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. 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, 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 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: USA or Canada contact, N1 Critical Technologies, Inc. Janesville, WI 53545 **24 Hr Toll Free Support: (877)226-3311 or service@n1critical.com**