TOSHIBA INTERNATIONAL CORPORATION LIMITED WARRANTY POLICY

(48 contiguous U.S. States, Canada & Mexico) (UNINTERRUPTIBLE POWER SYSTEMS)

TOSHIBA INTERNATIONAL CORPORATION ("TIC") warrants that any Uninterruptible Power Systems ("UPS") and Uninterruptible Power System Battery ("BATTERY") (internal UPS battery and/or external battery cabinet) sold by TIC to an end user ("User") shall be free of defects in material and workmanship. This warranty applies to all UPS series in table below:

UPS Series	Unit kVA	UPS Unit		Battery		Toshiba Dispatch (3)
		UPS Warranty (1/5)	On-Site (3)	Battery Warranty (2)	On-Site (4)	Toshiba Dispatch (3)
4200FACT	15, 25, 30, 50	36 months from shipment (Startup required for Warranty)	Yes	24 months from shipment*	Yes	M-F 8 AM-5 PM CT
4200FAXT	15, 25, 30, 50, 80	36 months from shipment (Startup required for Warranty)	Yes	24 months from shipment*	Yes	M-F 8 AM-5 PM CT
G8000*	100,150,225,300	12 months from shipment (Startup required for Warranty)	Yes	24 months from shipment*	Yes	M-F 8 AM-5 PM CT
7000	150-3,000	12 months from delivery (Startup required for Warranty)	Yes	24 months from shipment*	Yes	M-F 8 AM-5 PM CT

If any UPS, UPS parts, and/or BATTERY fail to conform or is defective then TIC, at its option, will repair or replace it at the premises of the User (On-Site), The warranty period for a UPS or a UPS part is 12-36 months from shipment except for cases stated in table above. The warranty period for the BATTERY is 24 months from shipment except for cases stated in the table above.

LIMITATIONS AND EXCLUSIONS

This limited warranty shall not cover the UPS, UPS parts, or BATTERY during their respective warranty periods, if the following storage, maintenance, installation, operating conditions are not met throughout the warranty periods (5 conditions below):

Valve Regulated Lead Acid (VRLA) Batteries for Toshiba UPS Required Operating, Installation,							
and Maintenance Conditions							
1. Temperature	Annual Average Temperature is more than 30 days	nual Average Temperature is to be 77°F (25°C) with no greater temperature of 89°F (32°C) for ore than 30 days					
		Maximum Number of Cycles (24 Months)***					
	Discharge Time	Battery > 9AHr	Battery < 9AHr				
2. Maximum # of Full	30 min	20	69				
Charge/Discharge Cycles	15 min	25	86				
	10 min	32	110				
	5 min	38	130				
	*** > 9AHr Typically Three Phase Systems.						
3. Storage	While UPS is in Transit or in st	While UPS is in Transit or in storage, it must always be in a suitable temperature (as stated above)					
4. * Start-Up (Three Phase)	Start-UP must be performed by	Start-UP must be performed by TIC personnel or an Authorized TIC Service Center					
5. External Battery	Parallel battery string application	Parallel battery string applications must be approved by TIC in writing					
6. Idle Batteries	User must recharge the batteries	User must recharge the batteries if not in use (charged) for more than 6 months					

Credit for Replacement Battery When Approved Warranty				
Time from Shipments	UPS Batteries	Cost to Customer		
Months	% Credit	% List Price		
0-24	100	0		
25-30	55	45		
31-36	45	55		
37-42	35	65		
43-48	25	75		
49-54	15	85		
55-60	5	95		

Note 1: Shipment date is determined by date on the TIC Bill of Lading
Note 2: Shipment date is determined by date on the TIC Bill of Lading * 24 month full replacement, 36 month pro-rated warranty (5 years total)
Note 3: Toshiba Service dispatch available at normal business hours. Contacting Toshiba is possible 24 hours 7 days a week. User can purchase 24x7 dispatch programs offered through TIC's Service Department. TIC also encourages users to review TIC's UPS Preventative and Scheduled Maintenance/Parts Programs for Premium

Note 4: G8000*: Three year warranty is available if PM's for years 2 and 3 are purchased at time of UPS sale Note 5: All Three Phase UPS Units Require Startup to Activate the Warranty

- 2. This Warranty does not cover damage or defect caused by misuse, improper application, wrong or inadequate electrical current/voltage/frequency, inadequate connections, inadequate water or drain services, user negligence, repair by Non-Toshiba designated personnel, accident during shipment, tampering, alterations, a change in UPS and/or BATTERY location or application, exposure to the elements, acts of God, force majure, theft, sabotage, installation contrary to TIC's recommendations or specifications (Published Operation Manuals), also if serial numbers have been altered, defaced, or removed.
- 3. Repair of a defective UPS part, and/or BATTERY does not extend the respective original warranty period. All defective UPS parts, and/or BATTERIES shall be the property of TIC upon replacement.
- 4. This warranty shall constitute the sole and exclusive remedy of all purchasers and users of the UPS, UPS part, and/or BATTERY. TIC's responsibility for UPS, UPS Parts, and/or BATTERY shall not exceed one times the net UPS and/or BATTERY purchase price. TIC HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PROCEDURE

User must contact TIC via e-mail <u>upsservice@tic.toshiba.com</u>, or phone 1-800-231-1412, no later than 30 days after discovery of occurrence or defect in UPS, UPS part, and/or BATTERY **but in no event after the expiration of the respective warranty period**. Subject to the limitations of this policy and product type, TIC service or authorized TIC service representative shall repair/replace the UPS part warranted hereunder, without charge for material, labor on-site except in cases presented herein). If TIC determines that the requested repair is not covered under this limited warranty policy, then TIC shall **advise** customer and quote cost of repair. Repair charges shall be based on service parts price and prevailing service charges at the time of repair.

If the case in process is a BATTERY (stand-alone and/or cabinet) TIC will use its published Battery Diagnostic Document to evaluate warranty applicability. First, TIC will make sure that the storage, maintenance, installation, and operating conditions were met; then the BATTERY capacity will be tested in accordance with the "performance test" guidelines IEEE STD 450. If the BATTERY fails to deliver 70% of its rated capacity it shall be deemed defective and be replaced. Either float or cyclic service will be used to determine the warranty credit (as per published Battery Diagnostic Document). The typical credit applied will be as in the following table:

MODIFICATIONS

No representative, salesperson, agent, distributor, or employee of TIC is authorized to modify any of the terms of this warranty, unless modifications are made in writing and signed by an authorized TIC officer.

THIS WARRANTY REPRESENTS THE ENTIRE AGREEMENT BETWEEN TIC AND USER WITH RESPECT TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS RELATING TO THIS SUBJECT.

End User:		
Model Number:		
Serial Number:		
Startup Date	Warranty End Date:	