

**Powerside Limited Equipment Warranty**

**1. Equipment Warranty.**

Powerside warrants the equipment described below that is manufactured by Powerside and sold through authorized channels (the “**Equipment**”) will be free from defects in materials and workmanship, for the applicable warranty period specified below (“**Warranty Period**”). If during the Warranty Period any Equipment is proven to be defective as determined by Powerside, then Powerside will either repair or replace such Equipment.

**2. Warranty Period.**

The Equipment warranty begins on the earlier of: (a) the date the Equipment is shipped to the customer; or (b) the date that is 90 days from the date that Powerside first shipped the equipment pursuant to an order placed by a distributor or reseller from whom the customer purchased the Equipment (directly or indirectly) (the “**Warranty Start Date**”).

Product Type	Product Name	Warranty Period
Monitoring Equipment	PQ1, PQube® 3, MicroPMU PQube 3 plug-in modules Packaged PQube products, which may include UPS modules and batteries Industrial Power Corruptor (IPC)	24 months from the Warranty Start Date
	Components not manufactured by Powerside, including but not limited to: Current Transformers & Rogowski Coils, Certain UPS modules and UPS batteries are excluded from this Equipment Warranty.	Warranty of the OEM applies. Powerside will facilitate OEM performance against these warranty claims.
Correction Equipment	All low and medium voltage power correction products and accessories	The period beginning on the Warranty Start Date and ending on the earlier of: (a) 12 months from date of first energization; or (b) 18 months from Warranty Start Date.

**3. Additional Terms and Conditions of the Powerside Equipment Warranty.**

- a) In order for the Equipment warranty to apply:
  - i. The Equipment must be installed and operated according to Powerside’s specifications, instructions, and good practice, and in conformance with all local and national codes;
  - ii. The customer must have promptly installed all updates, upgrades, bug fixes, patches and other error corrections made available by Powerside;
  - iii. The Equipment must be not be modified or altered by anyone other than Powerside or with Powerside’s express written consent; and
  - iv. The Equipment must not have been damaged and must carry undefaced original brand and manufacturing markings; any tamper-proof seals must be intact.
- b) The Equipment Warranty is limited to repair or replacement of defective equipment or components, and does not include associated labor, equipment, transportation, removal, installation, remediation, or any other expenses associated with such repair or replacement, except as specified herein.
- c) The Equipment Warranty does not cover software.
- d) This Equipment Warranty is contingent on Powerside having received full payment for the Equipment.
- e) This Equipment Warranty is for the benefit of the original customer of the Equipment and may not be transferred or assigned without written permission from Powerside.

- f) Defects resulting from accident, abuse, negligence, or circumstances beyond Powerside's control (including abnormal physical or electrical stress), as well as due to improper usage, operation, maintenance or storage, will not be covered under the Equipment Warranty.
- g) This Equipment Warranty is customer's sole remedy and Powerside's sole liability for defects in the Equipment.

#### 4. Obtaining Warranty Service.

- a) Please notify Powerside of any performance issue or warranty claims in the first instance: [support@powerside.com](mailto:support@powerside.com).
- b) The customer must facilitate Powerside's reasonable investigation of warranty claims, which may require provision of operating data, and on-site inspection of equipment, or return of Equipment to Powerside, at Powerside's option.
- c) The customer must be issued a return material authorization (RMA) prior to returning the Equipment. Unauthorized returns will be rejected and returned at the customer's expense.
- d) Before returning the Equipment under warranty for repair or replacement, it is customer's responsibility to keep a separate copy of any data residing on the Equipment. Data recovery is not included in the warranty service and Powerside is not responsible for data that may be lost or damaged during transit or a repair.
- e) The Equipment may be repaired or replaced with new or used parts. The provision of replacement parts does not extend the duration of warranty.
- f) For Monitoring Equipment found to be defective within thirty days of receipt by the customer, Powerside will absorb all reasonable (not rush) freight charges for the repair or replacement. Any Monitoring Equipment found defective within the Warranty Period, but beyond the initial thirty-day period, should be returned prepaid to Powerside for repair. Powerside will repair the unit and return it freight prepaid.
- g) The customer is responsible for all risk of loss associated with the transportation of defective Equipment to Powerside for warranty repair or replacement. Powerside is responsible for all risk of loss associated with the delivery of the repaired or replaced Equipment back to the customer.
- h) Normal warranty service is performed at Powerside on weekdays during normal working hours. Warranty repair work requested to be accomplished outside of normal working hours will be subject to Powerside's non-warranty service rates (unless otherwise agreed to by Powerside).
- i) Returned Equipment found, upon inspection by Powerside, to be in specification and not defective may be subject to an inspection fee and applicable freight charges.

#### 5. General.

In addition to the exclusions and limitations set out in this Equipment warranty, the Equipment warranty is part of Powerside's Standard Terms and Conditions of Sale ("Terms") and any limitations and disclaimers set out therein, and is entered into with the Powerside entity with which Customer placed the relevant Order or Statement of Work.

The Equipment must be installed, connected and used in compliance with prevailing standards and/or installation regulations. As standards, specifications and designs change from time to time, always ask for confirmation of the information given in this publication.

#### **Power Standards Lab Inc. dba Powerside**

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