

## Limited Warranty Statement

### LIMITED WARRANTY For UniStar Series, UNINTERRUPTIBLE POWER SUPPLY PRODUCTS – DEPOT REPAIR OR REPLACE

#### General:

Staco Energy Products Co. ("Staco") products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under the circumstances set forth in this Limited Warranty Statement, we offer the following Limited Warranty Against Defects in Material and Workmanship ("Warranty") for the UniStar Series, UniStar V and UniStar VP Uninterruptible Power Supply Products (the "Products"). Read your Warranty carefully as it sets forth our responsibilities in the unlikely event of defect, and tells you how to obtain performance under this Warranty.

#### Terms of Warranty:

For Products sold to Users (defined below) in the United States, Canada, or Mexico, and provided that the other conditions of this Warranty stated herein are met, Staco warrants to the User that the Products covered by this Warranty will: (i) conform to the description of such Product contained in Staco's certified drawings and product descriptions ("Staco Descriptions"), and (ii) be free of defects in material and workmanship for a period of thirty-six (36) months from the date of shipment for all Products other than the UniStar SCL1924, which is covered by a separate Staco Limited Warranty. This Warranty for Products sold to Users in the United States, Canada, or Mexico covers only the labor and parts to remedy the defect, up to the replacement product cost of the Product; all other costs and expenses with respect to the defective Product shall be the cost of the User. For Products sold to Users outside of the United States, Canada, or Mexico, and provided that the conditions of this Warranty stated herein are met, the Warranty herein shall apply to defective parts only (all other costs and expenses with respect to the defective Product shall be the cost of the User), and for a period of twelve (12) months from the date of shipment. The Batteries used in the Products are covered by Staco's Limited Warranty contained in the Staco Warranty Statement for Single-Phase Batteries for a period of twelve (12) months from the date of shipment.

#### Warranty Extends to First Purchaser for Use, Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the Product is originally installed (the "User"). This Warranty is not transferable or assignable without the prior written permission of Staco.

#### Warranty Claims Procedure:

User shall inspect the Product promptly upon receipt. User shall, within thirty (30) days after User's discovery of an alleged defect, contact Staco Field Services at 1-866-261-1191 and notify Staco of the alleged defect. User shall not return the Product with the alleged defect unless authorized by Staco, and all returns must be shipped freight prepaid to Staco at its Dayton, Ohio facility. Staco shall be entitled to inspect the Product to determine the coverage of this Warranty, and Staco, at its option, may accept written reports and photographs supplied by User detailing a claimed defect as evidence to allow coverage of this Warranty. For Products sold to Users in the United States, Canada, or Mexico, if Staco in Staco's sole discretion determines that the Products are defective in material or workmanship within the scope of this Warranty, then subject to the limitations and conditions specified herein, Staco's sole obligation will be to repair or replace, at Staco's option, the Product or part thereof deemed by Staco to be defective. For Products sold to Users outside of the United States, Canada, or Mexico, if Staco, in Staco's sole discretion determines that the Products are defective in material or workmanship within the scope of this Warranty, then subject to the limitations and conditions specified herein, Staco's sole obligation shall be to provide replacement parts. The Warranty herein will apply only after Staco's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. Replacement parts or components ordered by User without an inspection or determination of defect by Staco, or otherwise not in accordance with these procedures shall be invoiced to User at the full current price for such parts and shall be shipped freight collect Ex Works Staco's facility.

#### Use of Component Manufacturers:

It is Staco's practice, consistent with its desire to provide warranty service in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of warranty service. Accordingly, Staco may, in its sole discretion, utilize third parties for the performance of the warranty services described herein.

#### LIMITATIONS:

THIS WARRANTY AND STACO'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON PROPER INSTALLATION AND SYSTEM START-UP BY AN AUTHORIZED STACO SERVICE ENGINEER, AND TIMELY RECEIPT OF FULL PAYMENT FOR THE PRODUCT. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT THAT HAS NOT BEEN USED IN ACCORDANCE WITH ITS INTENDED USE OR WITH ANY INSTRUCTIONS FOR USE, HAS BEEN ALTERED OR MODIFIED IN ANY MANNER, OR HAS BEEN USED IN A NEGLIGENT MANNER. Any parts or materials not manufactured by Staco are warranted solely by the manufacturer of such parts or materials, and are not included as part of this Warranty. Staco makes NO REPRESENTATIONS OR WARRANTIES as to the effectiveness or extent of any such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers, and EXTENDS NO COVERAGE UNDER THIS WARRANTY TO SUCH PARTS OR MATERIALS. THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, repair or installation, including of replacement parts, by non-Staco designated personnel, accident in transit, tampering, alterations, improper testing, operation, or adjustment, improper storage, a change in location or operating use, exposure to the elements, acts of God or nature, vandalism, theft, or installation contrary to Staco's recommendations, or in any event if the Staco serial number label or tag has been altered, defaced, or removed. THIS WARRANTY DOES NOT COVER shipping or transportation costs, installation costs, circuit breaker resetting or maintenance or service items, any charges to remove the Product from premises of User, or any other labor or other charges not specifically set forth herein. REPAIR OR REPLACEMENT OF A PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD, and such items shall be warranted for the remaining portion of the original Warranty, subject to all of the terms thereof. During such time as Staco has not received payment of any amount due to it for the Product, Staco shall have no obligation under this Warranty, and the period of this Warranty shall continue to run. The expiration of this Warranty shall not be extended by or upon the payment of any unpaid amounts.

THE WARRANTY STATED HEREIN SETS FORTH THE SOLE WARRANTY OF STACO WITH RESPECT TO THE PRODUCTS COVERED HEREBY, AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE OR OTHERWISE THAT RELATE TO THE PRODUCTS REFERRED TO HEREIN. IN NO EVENT DO THE STACO DESCRIPTIONS CREATE ANY WARRANTY OF PERFORMANCE OR OTHERWISE. IN NO EVENT WILL STACO BE LIABLE FOR ANY AMOUNTS OTHER THAN AS SPECIFIED HEREIN, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE, OR LOSS PROFITS OR REVENUES, BUSINESS INTERRUPTION OR LOSS OF DATA, OR DIMINUTION IN VALUE RESULTING FROM THE USE OF THESE PRODUCTS OR OTHERWISE, AND THE REMEDY SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND STACO'S ENTIRE LIABILITY WITH RESPECT TO THE WARRANTY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY OTHER REMEDY. IN NO EVENT SHALL STACO'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THE PRODUCTS, WHETHER OR NOT ARISING HEREUNDER OR OUT OF OR RELATING TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO STACO FOR THE PRODUCT. STACO NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR RESALE OF SUCH PRODUCTS, AND EXCEPT AS STATED IN THIS WARRANTY, NO SALESPERSON, EMPLOYEE, OR AGENT OF STACO IS AUTHORIZED TO ADD TO VARY THE TERMS OF THIS WARRANTY. STACO SHALL NOT BE LIABLE FOR ANY DEFECT IN, OR THE BREACH OF, ANY CONTRACT RELATING TO THE PRODUCTS UNDER ANY THEORY OF LAW, INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR MISREPRESENTATION.

#### Governing Law/Miscellaneous:

This Warranty is given in, and performance hereunder is to be construed under, the laws of the State of Ohio. In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the Warranty period, the remaining terms and provisions shall continue in full force and effect. This Warranty represents the entire agreement between Staco 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.