



**Rittal Manufacturer's Limited Warranty for LCP products
North America
(Valid from date of manufacturing Jan 1, 2016)**

On the condition that the products are used solely as intended as set forth in Rittal-published documentation (see assembly instructions), Rittal warrants the LCP products (the "Product" or "Products") to be free of defects in workmanship, materials and components for 24 months from date of manufacturing (the "Warranty Period").

If, within the Warranty Period, an alleged defect of an underlying Product occurs within the terms of warranty, which substantially adversely affects the Product's functionality, Customer shall notify Rittal in writing within one (1) month of such discovery of the alleged defect. Failure to give such notice within the one (1) month period shall constitute an unqualified acceptance and waiver of all claims by Customer with respect to the underlying Product. Upon receipt of notice from Customer of any alleged defects in a Product, Rittal may inspect such Product(s) at Customer's location or require the Product(s) be returned to Rittal on a freight collect basis for inspection. Rittal shall remedy the alleged defect, in Rittal's sole discretion, either by phone service, and if necessary, by providing replacement parts, repair, or other measures required to correct the alleged defect within an adequate period of time. A Product may be returned to Rittal only if/when Rittal has issued proper return authorization.

Rittal retains the right to be the sole judge of what constitutes a defect in performance or manufacturing of a Product in connection with this warranty.

Any parts provided for or in replacement shall be in a fully functional state, free of fault. The replaced parts shall become Rittal's property. Customer warrants that no rights of any third parties shall obstruct that exchange and transfer of title.

The requirements for making a valid claim under this warranty are as follows:

1. The Product can be identified unmistakably by its part number, serial number, and production date.
2. External factors outside of the manufacture of the Product, including, but not limited to, fire, vandalism, water damage, improper shipping, unauthorized interference, temperatures that exceed the maximum operating temperature, or normal wear and tear shall be determined by Rittal, in its sole discretion, to not be a cause, whether in whole or in part, for the alleged defect.
3. The Product(s) have not been modified, with the exception of Rittal-approved modifications undertaken by Rittal staff or Rittal partners.
4. The Product(s) were only used appropriately in compliance with any and all installation, maintenance, and operating instructions provided by Rittal and were not used for any unauthorized or unintended use.
5. Any and all installation services, operation services, repair services, and other servicing of the Product was taken place in accordance with specifications and requirements provided by Rittal, including, but not limited to:



- a. Installation, set-up and assembly of the Product must be carried out in accordance with the operating and assembly instructions set forth by Rittal and by an appropriately qualified specialist.
 - b. Any repairs which become necessary in the event a valid claim is made against this warranty must be carried out exclusively by Rittal staff / partners.
 - c. The underlying Product is used exclusively in connection with compatible products which were previously approved by Rittal to be compatible with the underlying Product.
6. No damage to the Product(s) was caused by or resulted from relocation of the Product(s) by personnel not otherwise authorized by Rittal in advance.

The following shall not be included in the works and services provided under this warranty:

1. Fault clearance measures for faults caused by operating errors, other improper handling, technical interference on the part of customer or third parties, or any external influences for which Rittal is not responsible;
2. The costs of replacement parts which are subjected to particular wear and tear, and the cost of consumables;
3. Any repairs of accessories, changes, attachments or other fixtures and fittings;
4. Any electrical services not included in the service products;
5. Any maintenance work, if the ambient conditions provided for in the documentation were not observed;
6. Any and all labor costs relating to the Product, unless Rittal delivers startup services as described in a warranty specific to the Product, in which case such startup services will be covered under this warranty; and
7. Any special labor, costs, expenses, or on-site work required to replace the Product at the customer site, including, but not limited to, any special transportation costs, machinery, technicians, union labor, special resources, site requirements, certifications, training, and/or other customer-influenced expenses that may be necessary due to the specific location, environment, or application of the Product at the customer site.

Rittal makes no warranty with respect to any software or firmware that is made a part of any Product, and Rittal makes no warranty with respect to any products that are manufactured by and carry the brand of a third-party that is not an affiliate of Rittal.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY RELATING TO THE PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY ARISING FROM ANY OTHER REASON(S) WHATSOEVER. THE REMEDIES SET FORTH IN THIS WARRANTY WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER FOR A BREACH OF WARRANTY. IN NO EVENT SHALL RITTAL BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES, OR THE



LIKE, EVEN IF RITTAL IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL RITTAL'S TOTAL LIABILITY FOR ANY WARRANTY CLAIMS, OR ANY DAMAGES ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE OF THE PRODUCT(S), EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) GIVING RISE TO SUCH CLAIMS OR DAMAGES.

Customers that purchase the recommended start-up service from Rittal will receive an extended warranty term of 12 months from date of startup. Within this warranty period, Rittal shall bear all costs connected with dispatching, deploying and accommodating its staff with replacing or repairing any parts, provided that (i) the alleged defect occurred during correct, proper, and authorized usage of the underlying Products, and (ii) the costs are not increased by bringing the underlying Products to another delivery place other than the original one. Furthermore, Rittal shall bear the necessary expenses for procuring and delivering the replacement parts.

To contact the Rittal's Service Department for any climate control product warranty questions or claims, please visit https://www.rittal.com/us-en_US/Services/Service-Request.