



Warranty Statement

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I. General Warranty

All NXT POWER products (hereafter referred to as “Product”) are warranted to be free from defects in material and or workmanship. This warranty is limited to repairing, replacing, or refurbishing at NXT POWER’s option, any defective component or module within the Product. Complete NXT POWER warranty provisions for each product are as follows:

A. PRODUCTS

Integrity Power Conditioning products

Integrity Power Conditioning Products are warranted to be free from defects in material and workmanship for **sixty (60) months** from date of shipment from NXT POWER. For Single Phase Products located anywhere, this warranty is limited to NXT POWER Depot Repair Service. For three phase Products located in the continental United States and Canada, this warranty will include on-site service. For locations other than those specified herein, this warranty is limited to Parts only. See the Limitations of Warranty section for additional limitations & exclusions

Integrity Pro Series Products

Integrity Pro Series Products including Medical, Standard, and Desktop lines (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **thirty six (36) months** from date of shipment from NXT POWER, on the chassis & electronic components and **thirty six (36) months** from date of shipment from NXT POWER on the batteries. This warranty is limited to NXT POWER Product Exchange service. See the Limitations of Warranty section for additional limitations & exclusions.

Integrity Max R/T & L/T Series Products

Integrity Max R/T & L/T Series Products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **thirty six (36) months** from date of shipment from NXT POWER, on the chassis & electronic components and **thirty six (36) months** from date of shipment from NXT POWER on the batteries. This warranty is limited to NXT POWER Product Exchange service. See the Limitations of Warranty section for additional limitations & exclusions.

Integrity Max Series 2-10 kVA Products

Integrity Max Series 2-10 kVA products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **thirty six (36) months** from date of shipment from NXT POWER, on the chassis & electronic components and **thirty six (36) months** from date of shipment from NXT POWER on the batteries. This warranty will include, at NXT POWER’s sole discretion, On-site Repair Service or NXT POWER Depot Exchange Service. For locations other than those specified herein, this warranty is limited to NXT POWER Depot Exchange Service. See the Limitations of Warranty section for additional limitations & exclusions.

Ares Series Single Phase Products

Ares Series Single Phase Products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **thirty six (36) months** from date of shipment from NXT POWER, on the chassis & electronic components and **thirty six (36) months** from date of shipment from NXT POWER on the batteries. This warranty is limited to NXT POWER Product Exchange service. See the Limitations of Warranty section for additional limitations & exclusions.

Vanguard Series Three Phase 10 – 200 kVA Products

Vanguard Series Three Phase 10 – 200 kVA products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **twenty four (24) months** from date of shipment from NXT POWER, on the chassis & electronic components and **twenty four (24) months** from date of shipment from NXT POWER on the batteries. This warranty will include, at NXT POWER’s sole discretion, On-site Repair Service or NXT POWER Depot Exchange Service. For locations other than those specified herein, this warranty is limited to NXT POWER Depot Exchange Service. Start-up services directed by NXT Power are required on this product within 3 months of shipping from NXT Power. See the Limitations of Warranty section for additional limitations & exclusions.

Replacement Battery Products

Individual batteries and replacement battery module products (hereafter referred to as “Product”) are warranted to be free from defects in material and workmanship for **twelve (12) months** from date of shipment from NXT POWER. This warranty is limited to repairing or replacing, at NXTPOWER’s discretion, any defective components only when the original Product is returned with a NXT POWER Return Material Authorization (RMA) number to NXT POWER or to a NXT POWER designated repair facility. See the Limitations of Warranty section for additional limitations & exclusions.

Replacement Parts

Replacement parts (hereafter referred to as “Parts”) sold by NXT POWER or used by NXT POWER for Product repair are warranted to be free from defects in material and workmanship for the greater of the original Product warranty or:

- a) **Ninety (90) days** from date of shipment from NXT POWER for Parts used in repairs performed by NXT POWER on equipment returned to a NXT POWER designated repair facility.
- b) **Ninety (90) days** from date of installation by NXT POWER for Parts used in repairs performed by NXT POWER on equipment in the field.
- c) **Ninety (90) days** from date of shipment from NXT POWER for Parts furnished by NXT POWER for installation by others.

Labor

Labor service (hereafter referred to as “Labor”) performed by NXT POWER or any NXT POWER authorized service center is warranted to be performed in workmanlike fashion and in accordance with industry standards for the greater of the original Product warranty or **ninety (90) days** from date of performance.

Ancillary Non-proprietary Products

Ancillary Non-proprietary products including but not limited to certain modules and peripherals supplied with NXT POWER Products, or other components or Products not specifically identified herein are warranted for the longer of **ninety (90) days** or to the extent of the original manufacturer’s warranty.

B. LIMITATIONS OF WARRANTY

This limited warranty is applicable to the original end user of the Product and is non-transferrable unless advanced written approval is otherwise provided by NXT POWER. This warranty does not cover damage or loss from improper installation, improper application, inappropriate environment, abuse, neglect; damages or loss incurred in shipment to or from the point of use; or unauthorized tampering, modifications, adjustments, and/or repair of the Product. Additionally, any costs related to installation or de-installation of the Product for the purpose of replacement or servicing will be the sole responsibility of the Customer. NXT POWER makes no expressed or implied statements of fitness for a particular use of the Product. NXT POWER is not liable for incidental or consequential damages, monetary loss, loss of sales, or loss of business resulting from the failure or malfunction of the Product.

Any batteries supplied by NXT Power must be put into service and under charge within 90 days of shipment from NXT Power. Disconnecting the battery from its power source for an extended period of time will result in loss of battery charge. To avoid battery depletion and to maximize the life of the batteries, they must be fully charged prior to disconnecting them for storage. Stored batteries or Product containing batteries must be recharged within 120 days of the previous charge cycle and should never be stored in an ambient temperature above 77°F or below 32°F (0-25°C). Additionally, the batteries associated with Product used in applications where AC power is intentionally disconnected from its AC source on frequent intervals, are subject to discharge/charge cycles that may exceed the design parameters of the battery. Products used in such applications will experience substantially reduced battery life; therefore, the standard NXT POWER warranty on batteries is supplanted by a 90 day warranty. Battery warranty claims are subject to exclusive review and validation testing by NXT POWER. Batteries that are subject to conditions exceeding those listed herein may be excluded from warranty at the sole discretion of NXT Power.

For products requiring Start-up service, such service must be performed within 90 days of shipment from NXT Power and prior to Product being placed into service. NXT Power is not liable for damage to Product, or for failure of Product to perform its intended function where required Start-up services are not performed by NXT Power.

Warranty services are performed during normal, non-holiday business hours (Monday through Friday, 8:00 AM – 5:00 PM CST). Services requirements outside of normal business hours are subject to NXT POWER prevailing labor rates.

C. LIFE CRITICAL APPLICATION DISCLAIMER

NXT POWER Products are not designed, intended, authorized, tested, or UL Listed for use in systems intended to support or sustain life, or for any other application in which the failure of a NXT POWER Product could create a situation where personal injury or death may occur. Should Buyer purchase or use NXT POWER Products for any such application, Buyer shall indemnify and hold NXT POWER and its officers, employees, subsidiaries, affiliates and distributors harmless against all claims, costs, damages and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim or personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that NXT POWER was negligent regarding the design or manufacture of the part.

D. EXCLUSIVE REMEDIES

Except as set forth herein and except as to title, there are no warranties, express or implied, or any affirmations of fact or promises by NXT POWER for the Products, their merchantability, or fitness for any particular purpose. In no event shall NXT POWER be liable for lost profits, goodwill, or any other special or consequential damages. A NXT POWER Corporate Officer must approve any warranties, programs or policies not stated herein in writing before they will be implemented

with any Customer. All terms, prices, etc., stated herein are subject to change without notice.

E. EXTENDED WARRANTY PLANS

NXT Power offers extended warranty plans for purchase on original Product. Unless otherwise specified, all extended warranty plans will extend the original terms of service on the Product for the duration specified in the plan selected.

II. Policies

A. Terms of Service

NXT POWER will provide service on all its Products for both direct Customers and Customer end users. Charges for labor and parts will be assessed according to whether the Product is under the warranty period, and whether the service is categorized as a warranty or non-warranty repair.

Unless otherwise indicated in writing by NXT POWER, the warranty period begins on the date the NXT POWER Product is shipped to the Customer when shipped FOB from NXT POWER facilities or in the case of drop shipment, FOB from shipping point. When the NXT POWER Product is purchased through and shipped from an authorized Distributor or Reseller, the warranty period begins 90 days from the date of shipment from NXT POWER. Contact NXT POWER for information on its authorized Distributors and Resellers.

B. Advanced Replacement Service

For Products designated as depot service, if the Product is found to be defective within 60 days of shipment from NXT POWER or its authorized Distributor or Reseller, NXT POWER, at the Customer's request, will ship a new replacement Product in advance of receiving the defective Product. If the Product is found to be defective more than 60 days from shipment from NXT POWER or its authorized Distributor or Reseller but less than the warranty expiration date and the Customer is a participant in any NXT POWER service plan which includes advanced replacement services, NXT POWER will ship the Customer a new or refurbished replacement Product. The Customer will recognize that the serial number of the replacement unit will not be the same as the serial number of the original unit. The warranty period from the original Product remains in effect on the replacement unit.

The Customer will be invoiced at the prevailing list price for the advanced replacement Product at the time of shipment from NXT POWER. Customer must return the defective Product to NXT POWER within 30 days of receipt of replacement Product to be eligible for full credit (pending warranty status & verification). NXT POWER may at its option, issue full, partial or no credit for any unit received after 30 days.

C. Shipping Charges

I. Depot Repair Service

For Product returned to NXT POWER for depot repair under warranty, all shipping charges to NXT POWER will be the Customer's responsibility. Standard ground shipping charges to return the repaired Product or ship the replacement Product to the Customer, within the continental United States and Canada will be paid by NXT POWER. Costs related to other shipping terms or locations will be the responsibility of the Customer. All shipments of Product to NXT POWER must be prepaid. Shipments arriving collect to NXT POWER will be refused and returned to the Customer.

Note: In cases of returns categorized as non-warranty, shipping damage due to improper packing or retest (no trouble found), the Customer will pay all shipping charges.

II. Product Exchange

For Product eligible for Product Exchange service, NXT POWER will provide standard ground shipping for outbound replacement units to the Customer within the continental United States and Canada. Outbound shipments will be accompanied by a prepaid return shipping label for the return of the defective Product. Costs related to other shipping terms or locations will be the responsibility of the Customer.

Note: In cases of returns categorized as non-warranty, shipping damage due to improper packing or retest (no trouble found), the Customer will pay all shipping charges.

D. Returns for Credit

NXT POWER, at its sole discretion, may agree to take back any standard Products for credit within 60 days of the date of shipment from NXT POWER provided that the Product is in the original packaging and the packaging has not been opened. Non-standard Products (custom-made or “specials”); Products shipped from NXT POWER more than 60 days prior to the return request; or Products that have been opened are considered not returnable. A restocking fee amounting to 20% of the original purchase price will be assessed on all returns for credit. The Customer must obtain a RMA (Return Material Authorization) number from NXT POWER Technical Support in order to return any Product to NXT POWER (See *IV. Procedures*).

E. Non-Warranty Repair Charges

All costs related to repairs for Product failures not covered by NXT POWER’s standard warranty terms & conditions or extended service programs, such as shipping damage, improper use or application will be billable to the Customer at NXT POWER’s prevailing time & material rates. On-site services are billed portal to portal and will include all travel related expenses. Subject to NXT POWER’s sole discretion, these rates may be changed at any time and without advanced notice to the Customer. Please contact NXT POWER Technical Support for current time & material pricing. For billing purposes, Customer discounts do not apply to repair charges or spare parts. Any charges assessed to the Customer will be handled through the use of a NXT POWER approved hard copy purchase order or credit card to be provided prior to the commencement of service.

III. Procedures

The following procedures have been established by NXT POWER for Customers to use in obtaining assistance for technical support, Return Material Authorization numbers for Product returns, on-site support, advanced Product replacements, or replacement battery packs. Customers in need of Product repair services should first contact NXT POWER Technical Support to determine warranty status and repair location (NXT POWER depot services or On-Site Services).

A. Technical Support

For technical assistance on NXT POWER Products, the Customer may contact NXT POWER Technical Support at the following telephone numbers:

24 Hour Technical Support Call Center:

Phone: (877) NXT-POWR (877-698-7679)

Email: service@nxtpower.com

Other:

Contact local NXT POWER authorized Distributor or Reseller

The Customer should have the following information ready when calling Phone:

- Part number of the NXT POWER Product located on the back of the unit.
- Serial number of the NXT POWER Product (same location as the part number).
- A detailed description of the problem including any power or environmental circumstances that may have precipitated the problem.

B. Product Returns (Depot Repair, Product Exchange)

All Products returned to NXT POWER must be accompanied by a Return Material Authorization (RMA) number. To place a request for an RMA number for the return of defective Product to NXT POWER, the Customer may use the RMA link under the Customer Support section of the website.

www.NXTPOWER.com

Otherwise, the Customer may contact NXT POWER direct during normal business hours using one of the methods indicated below:

Phone: (877) NXT-POWR (877-698-7679)

Email: service@nxtpower.com

I. Depot Repair Procedure

The Customer should call NXT POWER Technical Support with the part number and serial number of the unit as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone, the RMA process will be initiated. For units within the warranty period, the Customer will be provided an RMA number. For units outside of the warranty period, the Customer will be advised of the potential service fees and the Customer must first provide an approved method of payment such as a NXT POWER approved purchase order or credit card before an RMA will be issued by NXT POWER. The Customer will then send the defective unit to NXT POWER for repair, with the RMA number marked clearly on the outside of the box and on the packing slip.

Note: To avoid shipping damage, the Customer should use the original carton and packing material from the unit. If these are not available, a box and packing material can be purchased for a fee by contacting NXT POWER Technical Support. Customer is responsible for damage to return Product due to improper packing or shipping.

Upon receipt of the returned Product, NXT POWER will perform testing to determine the method & cause of the Product failure. If the product is found to be defective and within the limits of the warranty terms, NXT POWER will take remedial actions to restore the Product to its original operating specifications. For Product defects outside the limits of the warranty terms, NXT Power will advise Customer of non-warranty repair charges. If the Product is found not to be defective, NXT POWER may at its discretion assess an inspection fee for the inspection, testing and return shipping of the Product. For defective Product, NXT POWER will make every reasonable effort to ensure that any Products returned to its designated repair facility for servicing are turned around in no more than ten (10) working days. Should NXT POWER deem the Product to be un-repairable or if the cost of repairing the Product exceeds the price of an equivalent replacement Product, NXT POWER will suggest a new or refurbished replacement Product.

At the conclusion of the service, NXT POWER will close the RMA. In the case of non-warranty service, the Customer will be invoiced by NXT POWER in accordance with its time & material rates for the services provided.

II. Depot Exchange Procedure

The Customer should call NXT POWER Technical Support with the part number and serial number of the unit as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone, the RMA process will be initiated. For units within the warranty period, the Customer will be provided an RMA number. For units outside of the warranty period, the Customer will be advised of the potential service fees and the Customer must first provide an approved method of payment such as a NXT POWER approved purchase order or credit card before an RMA will be issued by NXT POWER. For depot exchange service, NXT POWER will send a replacement unit to the customer in advance. Upon receipt of the defective unit, the Customer will then use the pre-paid shipping label to send the defective unit to NXT POWER, with the RMA number marked clearly on the outside of the box and on the packing slip.

Note: To avoid shipping damage, the Customer should use the original carton and packing material from the unit. If these are not available, a box and packing material can be purchased for a fee by contacting NXT POWER Technical Support. Customer is responsible for damage to return Product due to improper packing or shipping.

Upon receipt of the returned Product, NXT POWER will perform testing to determine the method & cause of the Product failure. If the product is found to be defective and within the limits of the warranty terms, NXT POWER will take remedial actions to restore the Product to its original operating specifications. For Product defects outside the limits of the warranty terms, NXT Power will advise Customer of non-warranty repair charges. If the Product is found not to be defective, NXT POWER may at its discretion assess an inspection fee for the inspection, testing and shipping of the Product. At the conclusion of the service, NXT POWER will close the RMA. In the case of non-warranty service, the Customer will be invoiced by NXT POWER in accordance with its time & material rates for the services provided.

C. On-Site Service

NXT POWER may offer at its discretion, or Customers may request on-site service for the repair of defective Product. In the course of performing on-site service, NXT POWER may require that the Customer de-energize the Product and its associated critical load for the purpose of safety. NXT POWER requires that a Customer representative be on hand throughout all phases of on-site service.

Procedure

The Customer should call NXT POWER Technical Support with the part number and serial number of the unit as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone, the on-site service process will be initiated. For units within the warranty period, the Customer will be provided a case number. For units outside of the warranty period, the Customer will be advised of the potential service fees. The Customer must first provide an approved method of payment such as a purchase order or credit card before a case number will be issued. NXT POWER will then dispatch its authorized service representative as well as any parts it deems necessary to successfully perform the repairs, to the location (site) of the Product in accordance with the Customer's schedule of availability. Customer will be responsible for the security of any parts sent in advance of the arrival of the service technician.

Upon arrival at the site, and pending Customer approval to begin work, the NXT POWER service representative will perform diagnostics and then repair services on the defective Product. For a variety of reasons including the need for additional parts or other resources, it may be necessary for the NXT POWER service representative to return to the site more than once to complete all necessary repairs.

At the conclusion of the service, NXT POWER will close the case and provide the Customer with a written report detailing the nature of the service as well as any corrective actions taken. In the case of non-warranty service, the Customer will be invoiced by NXT POWER in accordance with its time & material rates for the services provided.

D. Advanced Replacement Services

Under the Advance Replacement Program, NXT POWER will ship an advanced replacement Product to eligible Customers in exchange for the defective Product within the first 60 days of the warranty period.

Procedure

The Customer shall call NXT POWER Technical Support with the part number and serial number of the Product as well as a fault description. If the Technical Support Representative cannot solve the problem over the telephone and the Customer requests an advanced replacement Product, NXT POWER will ship a replacement Product to the Customer pending the receipt of a NXT POWER approved PO or credit card. An RMA number will be issued for the return of the defective Product. Upon receipt of the replacement Product, the Customer will return the defective Product to NXT POWER, with the RMA number marked clearly on the outside of the box and on the packing slip. To maintain credit eligibility, the Customer must return ship the defective Product to NXT POWER within 7 days of receipt of advanced replacement Product.

Note: To avoid shipping damage, the Customer should use the original carton and packing material from the unit. If these are not available, a box and packing material can be purchased for a fee by contacting NXT POWER Technical Support. Customer is responsible for damage to return Product due to improper packing or shipping.

Upon receipt of the returned Product, NXT POWER will perform testing to determine the method & cause of the Product failure. If the Product is found not to be defective or the cause of the Product defect is not covered by NXT POWER's standard warranty terms & conditions, the Customer will be responsible for all fees at NXT POWER's then prevailing rates, related to the advanced replacement services including the replacement Product itself, Product shipping and return Product inspection services. At the conclusion of the service, NXT POWER will close the RMA.

E. Replacement Battery Packs

To ensure maximum safety, performance, reliability, and life expectancy, NXT POWER uses premium quality batteries and NXT POWER Products are engineered for optimal battery charging and self-testing characteristics. NXT POWER uses patented batteries and battery pack assemblies to ensure safe handling and easy installation. To preserve the performance and warranty of your UPS, use only original equipment replacement batteries.

Procedure

During the standard battery warranty period, If a replacement battery or battery pack fails due to defects in quality or workmanship, NXT POWER will ship a new battery pack (or packs, depending on the unit type) free of charge to the Customer. The Customer should call NXT POWER Technical Support with the part number and serial number of the unit as well as a fault description. Outside the warranty period, Customers should purchase factory replacement battery packs directly from NXT POWER. Visit NXT POWER on the web at www.nxtpower.com for current pricing and order placement.

For other Products which contain internal batteries, or batteries contained in external battery cabinets, that are not user replaceable, contact NXT POWER Technical Support for battery replacement options and current pricing (outside warranty period).

Disposal of Depleted Batteries

Within the U.S.: NXT POWER replacement battery packs are shipped with prepaid return shipping label to NXT POWER for proper recycling. Simply pack the depleted battery pack in the box and packing material the replacement pack was shipped in, seal the box and affix the return shipping label. Contact the shipping company for pick up or drop off locations. On-site battery replacements performed by a NXT POWER approved service representative (for batteries not user replaceable) include removal from the site and disposal/recycling in accordance with EPA regulations.

Outside the U.S.: Contact your local refuse processing facility for information on battery recycling in your area.

Note: Non-warranty batteries purchased by the Customer need not be returned to NXT POWER in the case where a local disposal method, approved by local code and national regulation is available.