

WARRANTY ON PRODUCTS  
IN THE PULSAR CL RANGE  
MADE BY MGE-UPS SYSTEMS

MGE-UPS SYSTEMS ("MGE") guarantees the user that the products in its Pulsar CL range: (i) meet the performance levels indicated and (ii) are free from any defect resulting from faulty design, assembly or manufacture. Defects resulting from normal wear of the product are not covered by this warranty.

Within this context, and in the event that equipment protected by an MGE voltage surge protection product of the PULSAR CL type (hereinafter referred to as "the Product"), were to be damaged as a result of a temporary voltage surge or spike within the performance limits of the Product ("the Damage"), MGE hereby agrees to that which follows, according to the terms and conditions set forth below:

MGE warrants that it will pay to the user a sum corresponding, at MGE's discretion, to the repair cost or to the market value of the damaged equipment (price for identical or equivalent equipment on the date the Damage occurred) which was protected by a voltage surge protection Product of the Pulsar CL type, subject to the provisions set forth hereunder.

In any event, the total maximum amount payable by MGE to offset the repair or replacement of the damaged equipment protected by an MGE Product will be:

- 12 000 Euros for PULSAR CL 1,
- 25 000 Euros for PULSAR CL 5, £ 20 000 for Pulsar CL5 BS,
- 50 000 Euros for PULSAR CL8.

In order to be entitled to benefit from the warranty herein, the user shall:

- notify the local After-Sales Service of MGE (numbers available on MGE's web site [www.mgeups.com](http://www.mgeups.com) - and from the Product retailer) within a maximum of eight days after the Damage was incurred, and ask for a claim form from this After-Sales Service,
- return the duly completed claim form to the address indicated by MGE, within eight days, including the following information and/or documents: serial number of the Product presumed to be defective, purchase receipt of the Product showing date and place of purchase (or any equivalent document), purchase invoice or receipt of the damaged equipment. MGE reserves the right to refuse any claim form which is incomplete,
- return the Product presumed to be defective, carriage paid, to the address indicated by MGE, as soon as MGE gives instructions to do so,
- at MGE's request, submit a cost estimate for repair of the damaged equipment.

In any event, the Product presumed to be defective and the damaged equipment shall be placed at the disposal of MGE or any other person authorised by MGE for an expert appraisal and until otherwise instructed by MGE. The cost of storing and preserving the Product and/or the damaged equipment shall be at the user's expense.

MGE or its authorised agent shall also be permitted to inspect and test the premises where the Damage occurred.

The costs incurred by the user in shipping the Product presumed to be defective and/or the damaged equipment or the repair cost estimate shall be paid for by the user if, in the final analysis, the Product is not recognised as being defective by MGE or its authorised agent. If found to the contrary, these costs and estimate will be taken into consideration in calculating the compensation limit value referred to hereinabove.

This warranty is granted for the benefit of the initial purchaser of the Product, to the exclusion of any secondary owners, regardless of whether they acquired the Product free of charge or against payment. Moreover, this warranty will only be applicable if the user has scrupulously respected the safety and utilisation instructions defined by MGE as well as the deadlines and procedures defined hereinabove. Under no circumstances shall MGE be held responsible for any damage to the Product or to any equipment connected to the Product in any of the following cases: connection and use disrespecting the aforementioned instructions, abnormal use, connected equipment not complying with the "EC" marking, interposition of another appliance between the equipment and the mains power source (except for the PULSAR CL 1), electrical installation not in compliance with applicable standards, use of the Product on a so-called "high-risk" site as defined by the local supplier of electrical energy, interference with the Product without the prior authorisation of MGE, damage caused by an external cause such as "water damage", ground movements, fire, dropping or breakage of the Product, whether accidental or deliberate.

MGE reserves the right to substitute any insurance company in exercising this warranty or to be substituted in the user's rights vis-à-vis its own insurance company, a condition expressly accepted by the user.

The present warranty is applicable only for the service life of the Product and for Products in the PULSAR CL range made by MGE sold and used in one of the countries of the EEC after 15 October 2001.

MGE SHALL NOT UNDER ANY CIRCUMSTANCES BE HELD RESPONSIBLE UNDER THE TERMS OF THIS WARRANTY, OR FOR ANY OTHER REASON, FOR ANY DAMAGE OTHER THAN THAT CAUSED DIRECTLY TO THE EQUIPMENT CONNECTED TO THE PRODUCT, REGARDLESS OF WHETHER THIS DAMAGE IS INDIRECT, SPECIAL, SECONDARY, MORAL PREJUDICE, CONSECUTIVE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO COSTS INCURRED IN REPLACING THE PRODUCT AND/OR THE DAMAGED EQUIPMENT, THIRD PARTY CLAIMS OR DEMANDS, LOSS OF SOFTWARE, DATA, RECORDINGS, CONNECTIONS, PROFITS, INCOMES, USAGE OF THE PRODUCT OR EQUIPMENT CONNECTED TO THE PRODUCT CAUSED BY A PRODUCT ACKNOWLEDGED OR NOT BY MGE OR ITS AUTHORISED AGENT AS BEING DEFECTIVE.

The present warranty is subject to the national law of the country in which the MGE Product is used. The user is entitled to exercise any public order provisions of this national law.