CyberPower®

YOUR ULTIMATE ALLY IN POWER

PRODUCT WARRANTY

RB1290X4H

CYBERPOWER WARRANTY:

Read the following terms and conditions carefully before using the CyberPower RB1290X4H ("Product"). By using the Product, you consent to be bound by and become a party to the terms and conditions of this 3-Year (together referred to as this "Warranty"). If you do not agree to the terms and conditions of the Warranty, you should return the Product for a full refund prior to using it.

WHO IS PROVIDING THIS WARRANTY, AND WHO IS COVERED?

Cyber Power Systems, (USA) Inc. ("CyberPower") is the warrantor under this Warranty. Except as required by law, this Warranty only covers the original purchaser ("Initial Customer"). The Warranty may not be transferred to any third party and coverage ends if the Initial Customer sells or otherwise transfers the Product. To be covered the Initial Customer must still be the owner of the Product at the time of the failure that results in the claim made under this Warranty ("Occurrence").

WHAT DOES THIS WARRANTY COVER?

This Warranty is a Limited Warranty, subject to the limitations and exclusions set forth herein. This Warranty covers defects in design, materials and workmanship in the Product under normal use and conditions and when installed and used in accordance with this manual. It does not cover equipment connected to the Product at the time of the Occurrence ("Connected Equipment") that was damaged due to the failure of the Product. All implied warranties are disclaimed to fullest extent allowed by law, and in any event, including any implied warranties of merchantability, fitness for a specific purpose, and quality are limited to the duration of the Warranty granted hereunder. This Warranty only applies to consumers, and shall not apply in any commercial contexts absent express contractual arrangements between CyberPower and the purchaser.

WHAT IS THE PERIOD OF COVERAGE?

CyberPower provides to you, the Initial Customer, a 3-Year Warranty. CyberPower warrants to the Initial Customer that the Product will be free from defects in design, material and workmanship for three years from the date of original purchase, subject to the terms of this Warranty. Any implied warranties claim shall be limited to three years from the date of purchase.

WHAT WILL CYBERPOWER DO?

CyberPower or its representative will inspect and examine the Product. CyberPower reserves the right to inspect the Product, any and all Connected Equipment, and the site of the Occurrence. The Product and all Connected Equipment must remain available for inspection until the claim is finalized. If it is determined by CyberPower or its representative, in its sole discretion, that a defect resulted in failure of the Product during its normal use, CyberPower's sole responsibility is to repair, replace, or refund the Product (at CyberPower's sole option).

WHAT IS NOT COVERED BY THIS WARRANTY?

This Limited Warranty does not cover or apply to: Products which are not defective or broken; Products that are working as described in the user manual; to any abnormal wear, misuse, modification, operation or storage outside environmental limits of the Product or the Connected Equipment; for damage while in transit or in storage; if there has been improper installation, operation or maintenance; nor for use with items not designed or intended for use with the Product. All warranties are null and void if, in CyberPower's sole discretion CyberPower determines: the Product in use during the Occurrence is not provided to CyberPower or its representative for inspection upon CyberPower's or its representative's request at the sole expense of the Initial Customer; that the Product or Connected Equipment have been improperly installed, altered in any way or tampered with; that the damage did not result from the Occurrence or that no Occurrence in fact took place; the repair or replacement of the Connected Equipment is covered under a manufacturer's warranty; or if CyberPower or its representative determines that the Product or the Connected Equipment were not used under normal operating conditions, or were not used in accordance with all labels or instructions provided with the Product.

WHAT ARE THE LIMITATIONS?

To the extent permitted by law, this Warranty and the remedies set forth are your sole and exclusive remedy and are provided in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. CyberPower disclaims all statutory and implied warranties, including without limitation, warranties of merchantability, quality, and fitness for a particular purpose and warranties against hidden or latent defects, to the fullest extent permitted by law. In so far as such warranties cannot be disclaimed, CyberPower limits the duration and remedies of such warranties to one year or the duration of this Limited Warranty if so required, and, at CyberPower's option, the repair or replacement services described herein. Some States or Provinces do not allow limitations on how long an implied warranty (or condition) may last, so the limitation described above may not apply to you. CyberPower may, as a condition of fulfilling duties under this warranty, including by way of example the replacement or refund of the Product, that Consumer demonstrate that the Product be provided to CyberPower and be free and clear of liens and other encumbrances. All claims concerning the Product or regarding the Warranty shall be limited to the remedies and limitations set forth here, and otherwise governed by Minnesota law. Any action to enforce these terms shall be in the state and federal courts serving Shakopee, Minnesota.

This Warranty is valid in all 50 U.S. states, the District of Colombia, Puerto Rico, and Canada. All other countries or territories are expressly excluded. The Warranty is null and void if CyberPower or its representative determines, in its sole discretion, that the Product or Connected Equipment has been improperly installed, operated, applied or maintained, operated in a failure mode or not in compliance with any license, instructions, labels, or warnings provided with the Product or the Connected Equipment, or if the Product or Connected Equipment has been altered in any way or tampered with. The Product must have been used at all times within the limitations of the Product's ratings and specifications.

This Warranty does not apply unless the Product and the Connected Equipment were connected to utility power via properly wired and grounded electrical outlets (including compliance with the most current electrical and safety codes), without the use of any adapters or other connectors. The Product must have been plugged directly into the electrical outlet and any Connected Equipment must have been directly connected to the Product, not "daisy-chained" together in serial fashion with any other power strip, extension cord, another Product or device similar to the Product, surge suppressor, UPS, power tap, or adapter. A three-to two-prong adapter may not be used. Any such installation voids the Warranty.

CyberPower reserves the right of subrogation under any existing insurance policies the Initial Customer may have. CyberPower's obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources regarding the Connected Equipment, including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery.

Cyber Power Systems (USA), Inc.

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CyberPowerSystems.com

CAUTION! This Product is not for use with aquariums, salt lamps, or any other water-related products. To reduce the risk of fire or electric shock, do not use with or near, water, water-related products, or any other liquid or source of moisture.

CAUTION! This Product is not for use with any high current flow use including with appliances, space heaters, or laser printers.

WARNING! Do not use for medical or life support equipment, for fail safe operations, or other high-risk activities. This Product is not designed or intended for use in high-risk activities or hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High-Risk Activities"). CyberPower does not authorize use of any of its products in any High-Risk Activities and CyberPower expressly disclaims any express or implied warranties for use in High-Risk Activities. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF THE PRODUCT.

The Warranty only protects against damage where CyberPower has determined, in its sole discretion, that the damage resulted from the Occurrence, and does not protect against acts of God or nature (other than lightning) such as fire, flood, wind, rain, rising water, earthquake, war, vandalism, theft, leakage or breakage of plumbing, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration, or abnormal-use wear and tear.

CyberPower does not cover or undertake any liability in any event for any of the following:

1. Damage from any circumstance described as excluded above with respect to the Product.
2. Loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software.
3. Damage from causes other than AC Power Line Transients, spikes, or surges on properly installed, grounded and code-compliant 120 volt utility power lines in the United States and Canada; transients, surges or spikes on standard telephone land lines, PBX telephone equipment lines or Base 10T Ethernet lines, when properly installed and connected. (This exclusion applies, for example, to fluctuations in data transmission or reception, by CATV or RF transmission or fluctuations, or by transients in such transmission.)
4. Damage caused by unprotected phone, network, or coaxial cables. If the connected phone, network, or coaxial cables are not protected the Warranty is null and void if a power disturbance damages your Connected Equipment through the phone, network, or coaxial lines. You are only covered if the disturbance entered through the AC lines.
5. Damage caused by voltage spikes lasting longer than 1ms. The Product was designed to eliminate disrupting and damaging effects of momentary (less than 1ms) voltage spikes or impulses from lightning or other power transients. If it can be shown that a voltage spike lasting longer than 1ms has occurred, the Occurrence will be deemed outside the rated capabilities of the Product and the Limited Warranty is void.
6. Damage following any alternation, modification, or tampering with the Product.
7. Damage when the Product was not installed or used in accordance with the user manual.
8. Damage when the Product is used contrary to any instructions provided with the Product, or for any unintended or prohibited use.

TO THE FULLEST EXTENT PERMITTED BY LAW, CYBERPOWER SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR DAMAGE TO OR LOSS OF PROPERTY (EXCEPT AND ONLY FOR THE SPECIFIC CONNECTED EQUIPMENT WARRANTY DESCRIBED HEREIN), FOR INJURY OR DAMAGE TO BUSINESS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR LOSS OF PROFITS, REVENUES OR GOODWILL. CYBERPOWER SHALL HAVE NO LIABILITY FOR PERSONAL INJURY UNDER THIS WARRANTY. THESE EXCLUSIONS APPLY REGARDLESS OF CAUSE, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR FAULT), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH. THE PREVAILING PARTY SHALL BE ENTITLED TO THEIR COSTS, DISBURSEMENTS AND REASONABLE ATTORNEY'S FEES AND FOR ANY CLAIM UNDER THE WARRANTY OR OTHERWISE ASSOCIATED WITH THE PRODUCT.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, or forum selection clauses, so those limitations may not apply to you. This Warranty gives you specific legal rights and you may have other rights, which vary from State to State or Province to Province. Additionally, State or Provincial law may adjust the terms of the Warranty or the State or Province may impose additional obligations, or additional "implied warranties." To the extent necessary to comply with those laws, the terms of this Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law. Where any term of this Warranty is prohibited by such laws, that term shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.

This Warranty is governed by and shall be interpreted under the laws of the United States and the State of Minnesota, without reference to conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Unless prohibited by law, any action to enforce the terms of this Warranty or for any other claim you may have associated with the product, shall be brought in the State or Federal Court serving Scott County, State of Minnesota, United States of America and the parties expressly consent to jurisdiction in that venue. However, before bringing a claim for a breach of a warranty, a claimant shall pursue an Warranty Claim with CyberPower as set forth in this Warranty. Thereafter, the parties shall resolve their dispute by binding arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Minneapolis, Minnesota, United States and shall be governed by the laws of the State of Minnesota. Hearings will take place pursuant to the standard procedures of the Consumer Arbitration Rules that contemplate in person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

WHERE CAN I GET MORE INFORMATION?

CyberPower is the warrantor under this Limited Warranty.

For further information please contact CyberPower at:

Cyber Power Systems (USA), Inc.
4241 12th Ave E., STE 400, Shakopee, MN 55379
(877) 297-6937 | www.CyberPowerSystems.com/support

This document is believed to be accurate, however CyberPower reserves the right to modify the contents at any time, without prior notice, and does not assume any responsibility for omissions or errors.

CyberPower also reserves the right to change, without prior notice, product offerings or specifications. For current product information and offerings please visit our website at www.CyberPowerSystems.com.

This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State. The provisions above are severable. If any such provision is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

CyberPower encourages environmentally sound methods for disposal and recycling of its products. Please dispose and/or recycle this Product and any batteries in accordance with your local regulations.

WARNING:

This product can expose you to chemicals including Styrene, which are known to the State of California to cause cancer, and Bisphenol A (BPA), which are known to the State of California to cause birth defects or other reproductive harm. For more information go to http://www.P65Warnings.ca.gov.

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