

SANYO DENKI AMERICA, INC.

468 Amapola Ave. Torrance, CA 90501

UPS Products Standard Warranty Policy

Sanyo Denki America, Inc. (SDA) warrants the Product to be free from material defects in materials and workmanship for a period of thirty-six (36) months for UPS, twelve (12) months for D11A inverter, and (2) years for internal battery pack **from the date of purchase**. Upon reasonable inspection and judgment, Sanyo Denki America (SDA) will either repair or replace any defective parts of the Product upon the product being returned to SDA. Parts replaced during the warranty period do not extend the life of the basic Product warranty. This warranty applies only to the products specified by this warranty policy. Sanyo Denki disclaims all responsibility for damage to any kind of load device, software, and loss of data.

This warranty is void, if in SDA's reasonable judgment, the Product is damaged due to accident, fire, natural disaster, use of under inappropriate room temperature, use is made of the Product which was not intended by SDA, the product's serial or identification number is removed or defaced, misuse, mishandling, neglect, use of unauthorized parts or components, unauthorized modification is made to the Product, or improper service or maintenance by unauthorized personnel (Unless a special rule applies). Any product that has been exposed to hazardous material is non-returnable.

SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. ALL IMPLIED WARRANTIES IN CONNECTION WITH THIS SALE, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNE THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, STATEMENTS OR REPRESENTATIONS, AND UNLESS STATED HEREIN, ALL SS, SHALL BE OF THE SAME DURATION AS THE WARRANTY PERIOD STATED ABOVE.

SANYO DENKI IS NOT RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, INCONVENIENCE OR DAMAGE, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, AND WHETHER KNOWN OR SHOULD HAVE BEEN KNOWN TO SANYO DENKI, INCLUDING LOST PROFITS, GOODWILL, DAMAGE TO OR REPLACEMENT OF OTHER EQUIPMENT AND PROPERTY, AND PERSONAL INJURY WHICH RESULT FROM ANY BREACH OF WARRANTY, THE INABILITY TO USE THE PRODUCT OR ARISING UNDER ANY LEGAL THEORY. THESE WARRANTIES AND REMEDIES ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CONNECTION WITH THE SALE AND USE OF THE PRODUCT.

Note:

- 1) To obtain service under warranty you must obtain a Retuned Material Authorization (RMA) number from customer support. Customers with warranty claims issues may contact Sanyo Denki America Power Division by using the contact form on the website.
- 2) Product must be returned with transportation charges prepaid and must be accompanied by brief description of the problem encountered and proof of date and place of purchase.

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1. Return and repair procedure

- a. In order to receive the RMA number, the customer must submit a proof of purchase and fill out a Return Information Form by contacting SDA customer service.
- b. Upon receipt of the Return Information Form, SDA customer service shall issue an RMA number including information such as return address and shipping instructions.
- c. Upon receipt of the product, SDA (or Sanyo Denki Japan in cases initial delivery was dropship from Japan) shall conduct analysis of the product within 5 business days or sooner and issue the first analysis report.
- d. If the product is in need of further analysis, SDA shall inform the customer for their disposition. Sanyo Denki Japan factory may conduct this further analysis and required days for further analysis will be notified to the customer before factory conducts analysis.
- e. The customer has 10 working days to respond to the first analysis result. If an additional repair expense occurs, SDA shall inform the cost to the customer.
- f. Repairs shall not be made unless the distributor or the customer accepts and authorizes the repair.
- g. Upon receipt of the customer's written instruction of disposition, SDA shall proceed the repair.
- h. The product shall be returned to the customer upon repair completion. (Please see section 2 of Shipping Cost).

If customer requested and supplied a credit card number or purchase order for the value of the replacement product, SDA will ship (via standard ground shipment) the replacement warranted product to the customer at earliest day possible. In such case, the customer must return (at own expense) the defective warranted product to SDA in the same packaging as the replacement warranted product received by the customer. If SDA does not receive the defective warranted Item, SDA will either charge the customer's credit card, or send the customer an invoice. (which the customer agrees to pay), for the value of the replacement product.

2. Repair Cost & Shipping Cost

- When the return is determined as a non-warranty return, the customer is responsible for all incurred expenses including return shipment.
- If the return is determined as a warranty return, all expenses including return shipment shall be paid by SDA and Analysis fee will be waived.
- Freight fee (Both ways) must be paid by the customer when returned product problem is determined to be non-warranty return.
- For a non-warranty returns, repair costs will be determined by SDA and informed to the customer.
- \$50.00 analysis fee will be charged if the return is determined as a non-warranty return.
- If the customer does not respond to the first analysis report within 10 business days, the products will be sent back to the customer in condition originally received by SDA (not repaired) and freight fee (Both ways) must be paid by the customer.

3. Terms and Condition

1. Sanyo Denki America Inc. will not accept cancellation and change of order quantity after 5 business days. Partial qty extension request (maximum of (3) three months) may be accepted no later than (1) one month advance from the date of shipping ONLY when production forecast was provided by the customer at the time of the initial order.
2. Units quantity committed by customer must be consumed within 18 months from date of initial order. Any remaining quantity after 18 months from date of order will be shipped to the customer and invoiced.
3. Any event beyond the control of a customer which prevents a customer from complying with any of its obligations under terms and condition, including but not limited to, fires, natural disaster, war, or act of terrorism, shall relieve its obligations from a customer but a customer shall endeavor to continue to perform its obligations so far as reasonably practicable.
4. Payment term: Net 30 days from invoice date. Delinquent payment will result in interest charges accrued at a rate of 0.02 % daily, 8 % yearly on outstanding invoice balance.
5. By the purchase order issuer referencing this document's quotation number on their purchase order, they are agreeing to the Sanyo Denki's terms and conditions & warranty Policy.
6. Purchase orders received by Sanyo Denki America without reference to a quotation will not be processed.