



THERMAL MANAGEMENT PRODUCT WARRANTY

WARRANTY STATEMENT:

Unless otherwise specifically required by local, applicable law or regulation, or as otherwise specifically agreed to by Buyer and Seller in a written agreement, or if Buyer purchases an extended warranty, Seller warrants to Buyer, for a period of one (1) year after the date of shipment to Buyer from Seller or Seller's authorized distributor, that all goods sold to Buyer under these terms shall meet Seller's applicable specification as may be set forth in Seller's product literature and/or packaging and labeling materials published as of the date of shipment of the goods and be free from defects in material and workmanship; which shall not exceed two years from the original date of shipment from Seller. For the avoidance of doubt, new spare parts are warranted for a period of 90 days from date of shipment. If, after Seller receives written notice, within the foregoing warranty period, that any goods allegedly do not meet Seller's applicable specification, and Seller, in its sole discretion, determines that such claim is valid, Seller's entire liability and sole obligation and the exclusive remedy for breach of the foregoing warranty, will be, within a reasonable time after Seller's receipt of such notice, Seller shall have the option to 1) provide on-site service 2) return the goods to designated service center for repair 3) provide a replacement unit 4) provide replacement parts, only or 5) provide Buyer with credit for the original purchase price of the defective or non-conforming goods. Refurbished components or goods may be used to repair or replace the goods. Buyer waives any claim to any goods or the components therein which were replaced. In no event will Seller be required to accept delivery of any allegedly defective goods returned to it without its prior authorization, including the means, carrier and route of shipment for such return. Under no circumstances will credit/reimbursement be allowed for unauthorized diagnosis, repair, installation or removal on any goods. The warranty period for repaired goods remains the original warranty period. Repair, replacement or title transfer shall not extend the original warranty period. The full force and effect of this warranty remain for the Buyer and its customer upon title transfer. EXCEPT FOR SELLER'S WARRANTY AS PROVIDED ABOVE, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THE NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY OR OTHERWISE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

ON-SITE SERVICE:

In the event on-site service is required and 1) the Buyer grants access during Seller's normal business hours and 2) the on-site location is within one hour (one-way) ground travel from a nVent authorized service agent and 3) is not in an environment or application that requires additional technicians, special resources, site requirements, certifications, training and/or other Buyer influenced expenses to diagnose, repair or replace defective goods, Seller shall perform such on-site Service. For the avoidance of doubt, Seller may make its on-site services available to Buyer if the on-site location does not meet the aforementioned criteria; however Buyer shall be invoiced at Seller's then-applicable billing rate for such services.

INTERNATIONAL SHIPMENTS:

All replacement goods or parts provided by Seller under this warranty shall be shipped to 1) The original domestic Buyer; or 2) Seller approved destination/port of entry, freight prepaid by Seller, through the international main-carriage of transportation, under the Incoterm CIP (pursuant to Incoterms 2010 or current standards). The Buyer is solely responsible to arrange clearance, in the buyer's name, and arrange final delivery of goods, as outlined under CIP terms. Seller shall not assume the role of Importer of Record (IOR) in any circumstance, nor be responsible for any handling, storage or customs fees (taxes, duties, processing/brokerage fees, etc.). Seller shall provide a commercial invoice showing actual price paid, or fair market retail value of the goods. The Buyer is solely responsible for any additional documentation or licensing required for importation.

WARRANTY CONDITIONS:

1) Maximum voltage variation no greater than plus or minus 10% of nameplate nominal rating; 2) Maximum frequency variation no greater than plus or minus 3 Hz of nameplate nominal rating; 3) Must not exceed minimum and maximum stated temperatures on the nameplate; 4) Maximum heat load must not exceed the (BTU/Hr-Watts) rating, including any heat sink as indicated on the nameplate; 5) Goods containing oil lubricated compressors must be kept upright at all times and must not be restarted for a minimum period of three (3) minutes after intentional or accidental shut-off; 6) All Goods must be properly maintained and filter(s) (if applicable) cleaned; 7) All Goods and any part(s) thereof must not be modified, unless prior written authorization is received from nVent Enclosures; 8) All Goods must be installed in a stationary application, free of vibration, not exceeding 5° tilt, with minimum specified clearances. 9) All Goods must be installed and grounded in accordance with all relevant electrical and safety codes, as well as the NEC, IEC and OSHA rules and regulations; and 10) All Goods must comply with all installation, maintenance and operating instructions currently in effect.

NOTICE OF CLAIM:

nVent Enclosures must be notified of a claim in writing not later than fourteen (14) days from the date when Buyer has become aware of such occurrence, or where the defect is such that it may cause damage, immediately, such notice containing a description of how the defect manifests itself. Failure to provide such prompt notice to nVent Enclosures shall result in forfeiture of Buyer's rights under this warranty. In the event of a warranty claim, Buyer is to notify nVent Service and Warranty department @ +1-763-422-2211 or cooling.service@nVent.com for technical support and evaluation of claim. Buyer will be instructed to submit a request for on-site or service center repairs at www.nVent.com in accordance with nVent Enclosures Return Policy which can be found at www.nVent.com.

EXCLUSIONS:

Seller's obligations do not cover defects or losses caused by normal wear and tear or deterioration, defects in or damage to any goods resulting from improper installation, accident, shipping or any utilization, maintenance, repair or modification of the goods that is not consistent with Seller's instructions or the designed capabilities of the goods, the removal or re-installation of the goods, or related non-Seller supplied products for repair or replacement unless such installation is required by Seller's design or included on original invoice from Seller, or that, in Seller's sole judgment, the performance or reliability thereof is adversely affected thereby, or which is subjected to abuse, mishandling, misuse or neglect or any damage caused by connections, interfacing or use in unforeseen, unintended or detrimental environments, damages as a result of electrical interference such as, but not limited to: transients, spikes, electromagnetics and over/under voltages in supply power from application, nor shall Seller be liable for any damages or loss, including bodily injury or death, as a result of the aforementioned causes of loss and/or defects. Seller does not warrant that the operation of the goods will be uninterrupted or error-free products. Seller assumes no liability for non-Seller supplied products or services furnished by Buyer to its customer nor does this warranty cover any copy of or update to any user manual for the goods. Buyer is fully and solely responsible for its selection of the goods purchased hereunder, and Seller shall not be liable for Buyer's failure to select goods that ultimately do not meet Buyer's application needs, or any damages resulting therefrom. Furthermore, Buyer is solely and fully responsible for selecting goods that meet all applicable legal and regulatory requirements and/or required classifications for its desired use and application, and Seller shall not be responsible for any loss or damage, monetary or otherwise, if the goods purchased by Buyer hereunder ultimately do not meet such requirements and/or classifications.

COMPLIANCE WITH LAWS:

Buyer acknowledges and accepts that any commodities, technology or software exported from the United States is done so, in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Goods or parts provided under this warranty may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Buyer will comply with all applicable laws and regulations now and hereafter in effect, including but not limited to, anti-corruption laws. All Sellers' clerical errors are subject to correction.

LIMITATION OF LIABILITY:

Seller's total liability shall not exceed the price paid by Buyer under the Agreement for the goods giving rise to the claim. Under no circumstances shall Seller be liable for special, incidental, indirect, delay or liquidated, punitive or consequential damages for any reason. Seller assumes no obligation or liability for technical advice given or not given, or results obtained.

Terms of Sale can be found at <https://www.nvent.com/en-us/terms/hoffman-na>