

UNITEK FRANCE S.a.r.l. Connected Equipment Guarantee and Liability Limitation (Insurance) (from now on, called C.E.G.L.L.)
For UPS and surge protector models

This C.E.G.L.L. does not represent the warranty of the equipment. It covers only the first buyer of the UNITEK FRANCE S.a.r.l. Product, but excludes any second or further party owners, who have thereafter taken possession of the product. This C.E.G.L.L. is valid in all countries except Canada and North America

I) Guarantee on UNITEK FRANCE S.a.r.l. Products.

UNITEK FRANCE S.a.r.l. Europe, guarantees to the final Primo user of its product(s), that it's UPS Products and Surge Protectors:

- (a) Are conform to UNITEK FRANCE S.a.r.l. Specifications;
- (b) Are exempt of any defects which may have occurred during the fabrication stage.

UNITEK FRANCE S.a.r.l., at its own discretion, engages to undertake all repairs which may have been caused by an unlikely faulty UNITEK FRANCE S.a.r.l. UPS or surge suppressor, and this, despite the fact that the Product(s) has (have) been correctly installed and commissioned. The defects which are due to normal tear and wear over time and the defects which are due to improper installation and connection are not covered under this warranty. This warranty is valid for 2 years worldwide (except Canada and North America), 1 year for batteries and 3 years in the EU, for the UPS and for 5 years for the surge suppressors.

II) UNITEK FRANCE S.a.r.l. C.E.G.L.L. for connected Equipment.

In this context, if UNITEK FRANCE S.a.r.l. determines that any electronic equipment, whilst being directly connected and within all prescribed standards and norms, is affected or damaged: (a) by spikes present on the mains (compatible with the product's specification and with respect to the standards (1) and/or (b) by spikes present on the telephone/Fax lines or on the CATV cables and if all the conditions have been adhered to, Then UNITEK FRANCE S.a.r.l., under all local legislations prevailing in France, and during the period specified in Appendix N°1, and at the sole convenience of the first owner, shall undertake the repair or shall refund the repair of all the equipment which has(ve) been damaged whilst being connected to a UNITEK FRANCE S.a.r.l. equipment. Otherwise, the market value of the product on the day of its failure shall be refunded to an amount not exceeding the limits prescribed in Euros as listed further down:

The protection against the spikes which are present on the telephone lines applies only to UNITEK FRANCE S.a.r.l. Products which do provide protection for a telephone/fax line or modem and only if the telephone equipment is already equipped with a primary working protection device, installed at the beginning of the line. On the other hand, the protection against the spikes present on the CATV connections applies only to UNITEK FRANCE S.a.r.l. Products which do provide such protections and only if the CATV system has been directly and properly connected as per the standard norms (1)

UNITEK FRANCE S.a.r.l. reserves the right to demand the electrical safety report of the building in which device was used. UNITEK FRANCE S.a.r.l. reserves the right to determine if the damages caused to the connected device(s) are due to a faulty UNITEK FRANCE S.a.r.l. Product, by asking the customer/ end user to supply the damaged equipment, so that UNITEK FRANCE S.a.r.l. can proceed to the inspection of the damaged devices. In this case, all the charges which are related to the sending/ receiving/ stocking etc are to be borne by the customer / end user. Besides, UNITEK FRANCE S.a.r.l. or any other person assigned by UNITEK FRANCE S.a.r.l. should be able to access the area/ location where the damaged equipments were connected, if this action is judged necessary by UNITEK FRANCE S.a.r.l..

If the UNITEK FRANCE S.a.r.l. product used during the time where the connected devices failed is not supplied to UNITEK FRANCE S.a.r.l. under the conditions mentioned above or if UNITEK FRANCE S.a.r.l. is not authorized to inspect the locations where the products were connected, this C.E.G.L.L. becomes void and will be the same if UNITEK FRANCE S.a.r.l. concludes:

- That the defects present in the UNITEK FRANCE S.a.r.l. product have no incidence on the failure of the connected devices, or that there has been no connected equipment failure.
- That the UNITEK FRANCE S.a.r.l. UPS or Surge Protector has not been correctly connected and used;
- That the UNITEK FRANCE S.a.r.l. UPS or Surge Protector has been altered or tampered with in anyway whatsoever;
- That the UNITEK FRANCE S.a.r.l. UPS or Surge Protector has not been used conform to the norms and standards and as per the manufacturer standards.

III) Prerequisites to be eligible to UNITEK FRANCE S.a.r.l. C.E.G.L.L. Scheme for all connected equipment.

In order to take advantage of the present C.E.G.L.L.:

- The customer needs to have within his possession the original invoice of the product;
- The user needs to register his UNITEK FRANCE S.a.r.l. Product on the UNITEK FRANCE S.a.r.l. Web-Site, at the following address www.unitek-france.com, in the following section : "Support and services" > "Insurance registration". This registration should be done within 10 days, following the purchase of the UNITEK FRANCE S.a.r.l. equipment. All the required fields should be filled in and the customer should keep a copy of the form for his perusal.
- Any complaint should be sent by mail with acknowledgement of receipt to UNITEK FRANCE S.a.r.l. within 5 days following the equipment failure. Whilst proceeding to the request, the applicant should have within his possession:
 - 1) The date and precise location of the equipment failure;
 - 2) The type of the UNITEK FRANCE S.a.r.l. equipment suspected to have malfunctioned, (along with its Brand, Serial number and model number);
 - 3) The date and lieu of purchase;
 - 4) The name, address and phone number of the user;

In the case of an eventual refund, the user should not in any case bring the equipment directly to UNITEK FRANCE S.a.r.l. or its assigned partners without prior request from UNITEK FRANCE S.a.r.l. to do so. This will be done in writing by UNITEK FRANCE S.a.r.l. and the destination will be clearly indicated by UNITEK FRANCE S.a.r.l..

IV) C.E.G.L.L. Exclusions for Connected equipment.

Hereunder, the points to be taken in mind regarding the areas which will not be covered by UNITEK FRANCE S.a.r.l. C.E.G.L.L.:

- All the damages which are due to misuse, improper use, modifications, incorrect installations including without reserve the use of power cord extensions, adaptors, earthing cables or other electrical connections other than the ones supplied in the original UNITEK FRANCE S.a.r.l. packaging. Furthermore, the installation should not comprise of more Protection devices other than UNITEK FRANCE S.a.r.l. and should conform to prescribed standards and the earth cable should also be properly connected to the ground.
- All the damages which are caused to any electronic equipment, affected by the spikes and which are not connected directly to the UNITEK FRANCE S.a.r.l. UPS;
- All the damages caused to any electrical/electronic equipment if they have not been properly connected or misused or not used within the standards prescribed by the manufacturer;
- The restore of data loss or re-installation of software;
- Other damages which have occurred, other than the damages which have could have been the result of spikes on the Tel/Fax/CATV lines or 230 V Line, when the UNITEK FRANCE S.a.r.l. product is supposed to offer an appropriate protection;
- All the damages caused by a UNITEK FRANCE S.a.r.l. product if it has not been used for the purpose it has been designed for;
- All the damages due to standard wear and tear;
- All the damages due to any unauthorized modification of the connected equipment or UNITEK FRANCE S.a.r.l. UPS;
- All the damages caused to any connected equipment which do not comply with the norms of the countries where they are used;
- All damages caused by chocks, drops, or any natural disasters like flooding, earthquake, fire, riot, strikes, terrorist attacks, war, explosions, theft etc.
- All the damages caused by any other product, other than UNITEK FRANCE S.a.r.l. products (see table) and used in any country covered by the C.E.G.L.L..
- Any loss of use/profits/savings/loss of rent/loss of enjoyment/loss of use of UNITEK FRANCE S.a.r.l. or any other related product/ cost of service and any related installation charges/ down time which is due to the absence of UNITEK FRANCE S.a.r.l. or related Products etc.
- UNITEK FRANCE S.a.r.l. cannot and will not be held responsible, by this C.E.G.L.L., of any other damage whatsoever, including without limitation any direct, indirect, exceptional, primary, secondary, damages linked to the UNITEK FRANCE S.a.r.l. Product.

V) Notes:

- (1) UNITEK FRANCE S.a.r.l. Products should be connected in properly wired and properly installed sockets with the necessary grounding installation. Extension Cords SHOULD NOT be used as well as any other electrical adaptors other than the original ones supplied in the UNITEK FRANCE S.a.r.l. packaging. The installation should conform to all norms, keeping in mind all security measures which need to be taken in consideration, and besides, the installation should consist of only UNITEK FRANCE S.a.r.l. products.

APPENDIX N°1 : List of models covered by UNITEK FRANCE S.a.r.l. C.E.G.L.L.

Type A : Guarantee limitation : 120 000 €, Cover period: 2 years outside the European Union (except Canada & USA)/ 3 years inside the European Union

Models covered by the type A C.E.G.L.L. :

Unitek brand : products of the following ranges : *Alpha, iZi-UPS, MB, eXL & Blue, /Self Protec Brand* : products of the following ranges : *Zephyr & Mistral (except RK sub-range)*

Type B : Guarantee limitation : 30 000 €, Cover period: 5 years

Models covered by the type B C.E.G.L.L. :

Unitek brand : products of the following range : *Sigma et Self Protec /Self Protec Brand* : products of the following range : *Plug-in*