

## MiniRaQ Limited Factory Warranty (USA and Canada)

Warrantor: Eaton hereby passes all BlackHawk Labs, LLC Limited Factory Warranty through to the end-user. Company shall not be responsible for any charges for testing, checking, remove or installation of Warranted Items. This Warranty is not valid if the Product's serial numbers have been removed or are illegible.

The limited warranty provided by BlackHawk Labs, LLC (BHL) in this Statement of Limited Factory Warranty applies only to Products purchased for commercial or industrial use in the ordinary course of your business.

Terms of Warranty: BHL warrants its products to be free from defects in materials and workmanship for a period of five years from the date of purchase. Its obligation under this warranty is limited to repairing or replacing, at its sole discretion, any such defective products. This warranty does not apply to equipment that has been damaged by accident, negligence, or misapplication or has been altered or modified in any way. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory-reconditioned.

Non-transferable Warranty: This warranty applies only to the original purchaser who must have properly registered the product. Product may be registered at <http://www.eaton.com/PQ/Register>

Exclusions: BHL shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user's or any third person's misuse, negligence or improper installation. Further BHL shall not be liable under the warranty for unauthorized attempts to repair or modify inappropriate on-site operating conditions, corrosive atmosphere, installation, a change in location or operating use, exposure to the elements, acts of God, fire, theft, or installation contrary to BHL recommendations or specifications or in any event if the BHL serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS SOLD, SERVICED OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HEREWITH. BHL DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE. BHL EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, BHL RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. THE FOREGOING WARRANTIES AND

REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. THE WARRANTIES SET FORTH ABOVE CONSTITUTE BHL SOLE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY BREACH OF SUCH WARRANTIES. BHL WARRANTIES RUN ONLY TO PURCHASER AND ARE NOT EXTENDED TO ANY THIRD PARTIES.

BHL WILL IN NO WAY BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE, SERVICE OR INSTALLATION, OF THE PRODUCTS, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER BHL HAS BEEN ADVISED IN ADVANCE OF THE POSSIBLY OF SUCH DAMAGES. SPECIFICALLY, BHL IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF USE OF EQUIPMENT, LOSS OF SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUTES, CLAIMS BY THIRD PARTIES, OR OTHERWISE. NO SALESMAN, EMPLOYEE OR AGENT OF BHL IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY: WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY A BHL OFFICER AND LEGAL DEPARTMENT.

Warranty Claims: In the USA, call the Customer Reliability Center 7x24 at 800.356.5737. Outside of the USA, contact your local Eaton product sales or service representative for units purchased from those countries, or call the Customer Reliability Center in the USA at 919.845.3683 for units purchased in the USA that were shipped overseas. For comments or questions about this Warranty, write to the Customer Quality Representative, 8609 Six Forks Road, Raleigh, North Carolina 27615 USA.

- Visit <http://www.eaton.com/miniraq> Web site to access documents and to submit customer support requests.
- [www.eaton.com](http://www.eaton.com) (Corporate Headquarters) Customer Support Line: (1)(800)356-5737 (toll free)