

3 Ø Limited Warranty

Always “On” UPS Systems Inc. (ALWAYS “ON”) warrants its 3 Ø products to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase. Its obligation under this warranty is limited to repairing or replacing at its own sole discretion, any such defective products. To initiate service under the warranty program you must call the service provider immediately upon being informed of the fault. A service technician will be dispatched by the service provider. Response will be 4 hrs Monday to Friday between the hours of 8AM and 4:30PM. 7/24 service available, contact Always “On”. If a unit is to be returned to Always “On” a Returned Material Authorization (RMA) number from the ALWAYS “ON” warranty department must be obtained. Products must be returned to ALWAYS “ON” in the original packaging, with transportation charges prepaid and must be accompanied by a brief description of the problem encountered with proof of purchase including date and place of purchase. This warranty does not apply to equipment that has been damaged by accident, negligence, misapplication or has been altered or modified in any way. This warranty applies only to the original purchaser who must have properly registered the product within 10 days of commissioning.

EXCEPT AS PROVIDED HEREIN, ALWAYS “ON” UPS SYSTEMS INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR APPLICATION OR PURPOSE. Some states or provinces may not permit limitation or exclusion of implied warranties, therefore, the aforesaid limitation(s) or exclusion(s) may not apply to the purchaser.

EXCEPT AS PROVIDED ABOVE, IN NO EVENT WILL ALWAYS “ON” BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Especially, ALWAYS “ON” 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. This warranty gives you specific legal rights and you may also have other rights that vary from province to province, or state to state.

Life Support Policy

As a general policy, Always “On” UPS Systems Inc. does not recommend the use of any of its products in life support applications where failure or malfunction of the ALWAYS “ON” product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. ALWAYS “ON” UPS SYSTEMS INC. does not recommend the use of any of its products in direct patient care. ALWAYS “ON” UPS SYSTEMS INC. will not knowingly sell its products for use in such applications unless it receives in writing assurances satisfactory to ALWAYS “ON” that (a) the risk of injury or damage has been minimized, (b) the customer assumes all such risks, (c) the liability of Always “On” UPS Systems Inc. is adequately protected under the circumstances.

Examples of devices considered to be life support devices are neonatal oxygen analyzers, nervestimulators (whether used for anesthesia, pain relief, or other purposes), auto transfusion devices, blood pumps, defibrillators, arrhythmia detectors and alarms, pacemakers, hemodialysis systems, peritoneal dialysis systems, neonatal ventilator incubators, ventilators for both adults and infants, anesthesia ventilators, and infusion pumps as well as any other devices designated as “critical” by the U.S. FDA. or Canadian CMA.

Hospital grade wiring devices requiring no leakage current may be ordered as options on Always “On” UPS Systems Inc. UPS Systems. ALWAYS “ON” UPS SYSTEMS INC. does not claim that units with this modification are certified or listed as Hospital Grade by ALWAYS “ON” or any other organization. Therefore these units do not meet the requirements for use in direct patient care.

ALWAYS “ON” UPS SYSTEMS INC.

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