

# BELKIN UPS CONNECTED EQUIPMENT/DATA RECOVERY WARRANTY

Belkin Components Limited ("Belkin Components") warrants to the original consumer or end-user of any Belkin UPS for two years from the date of purchase, that the Belkin UPS shall be free of defects in design, assembly, material or workmanship and will repair or replace, at its option, any defective Belkin UPS free of charge.

Subject to the limitations set forth below, for a period of two years from the date of purchase Belkin Components will also repair or replace, at its option, any equipment which is damaged by a transient voltage (an "Occurrence"), while properly connected through a Belkin UPS to a properly wired power line with protective ground and will provide professional data recovery services in an effort to salvage any remaining or lost data (the "Belkin UPS Connected Equipment/Data Recovery Warranty"). The Belkin UPS Connected Equipment/Data Recovery Warranty is null and void unless all wires leading into the equipment pass through an appropriate Belkin UPS as further described herein. It will not cover claims for damage resulting from telephone line transients unless the equipment is properly connected to one of the following Belkin UPS models which offers telephone line protection: Models F6C350uSER-SB, F6C500uSER-SB, F6C650uSER-SB, F6C425u220V, F6C525u220V, F6C625u220V, F6C700-EUR(with TVSS card), F6C1000-EUR(with TVSS card) and F6C1400-EUR(with TVSS card). The Belkin UPS Connected Equipment/Data Recovery Warranty will not cover claims for damage resulting from coaxial line transients.

**These Warranties are Limited Warranties subject to the limitations and exclusions set forth herein.**

Under the Belkin UPS Connected Equipment/Data Recovery Warranty, Belkin Components will spend, to repair or replace the damaged connected equipment, at Belkin Components' option, an amount equal to the fair market value of the damaged equipment or the original purchase price of the equipment, whichever is less, up to a maximum set forth below:

For model F6C350uSER-SB, up to a maximum of £ 20,000 (€31,000)	For model F6C525u220V, up to a maximum of £ 50,000 (€83,000)
For model F6C500uSER-SB up to a maximum of £ 30,000 (€50,000)	For model F6C625u220V, up to a maximum of £ 60,000 (€100,000)
For model F6C650uSER-SB, up to a maximum of £ 40,000 (€67,000)	For model F6C700-EUR, up to a maximum of £ 70,000 (€120,000)
For model F6C325u220V, up to a maximum of £ 30,000 (€50,000)	For model F6C1000-EUR, up to a maximum of £ 80,000 (€135,000)
For model F6C425u220V, up to a maximum of £ 40,000 (€67,000)	For model F6C1400-EUR, up to a maximum of £ 90,000 (€150,000)

The fair market value of the equipment shall be the current retail market value of the same or similar model or specification as agreed by Belkin Components at the time it accepts or approves any claim.

Subject to all terms and conditions contained herein, in the event of a hard drive malfunction due to the failure of the Belkin UPS to protect your personal computer, while it is properly connected to the Belkin UPS, Belkin Components will provide professional data recovery services from Data Recovery Labs to salvage remaining or lost data. This warranty in no way guarantees the recovery of such lost data, and services of Data Recovery Labs will be provided only on a "best efforts" basis and only to the extent reasonable, as determined by Belkin Components in its sole discretion.

Belkin Components reserves the right to review the damaged Belkin UPS, the damaged equipment, and the site where the damage occurred. All costs of shipping the Belkin UPS and the damaged equipment to Belkin Components for inspection shall be borne solely by the consumer or end-user. Belkin Components reserves the right to negotiate the cost of repairs. If Belkin Components determines, in its sole discretion, that it is impractical to ship the damaged equipment to Belkin Components, Belkin Components may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to such repair facility and of such estimate shall be borne solely by the consumer or end-user. Damaged equipment must remain available for inspection until the claim is finalised. Whenever claims are settled, Belkin Components reserves the right to be subrogated under any existing insurance policies the claimant may have.

All warranties contained herein are null and void if (i) the Belkin UPS in use during the Occurrence is not provided to Belkin Components for inspection upon Belkin Components' request and at the sole expense of the purchaser; (ii) Belkin Components determines that the Belkin UPS has been improperly installed, altered in any way, or tampered with; (iii) Belkin Components determines that the damage did not result from the Occurrence or that no Occurrence in fact took place; (iv) the repair or replacement of the damaged equipment is covered under a manufacturer's warranty; or (v) Belkin Components determines that the connected equipment was not used under normal operating conditions or in accordance with any labels or instructions. All Belkin UPS' must be plugged directly into the power source and must not be "daisy-chained" together in serial fashion with other UPS, power strips, surge protectors or extension cords. Any such installation voids these warranties. The Belkin Connected Equipment Warranty only protects against damage to properly connected equipment where Belkin Components has determined, in its sole discretion, that the damage resulted from an Occurrence, and does not protect against acts of God, (other than lightning), such as flood, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, non-authorised programme, or system equipment modification or alteration.

**These warranties comprise the sole warranties of Belkin Components, and there are no other warranties, expressed or, except as required by applicable law, implied, including, except as to consumers, the implied warranty of satisfactory or merchantable quality or fitness for a particular purpose, and such implied warranties, if any, are limited in duration, to the extent permitted under applicable law, to the term of the express warranties contained herein. In no event shall Belkin Components be liable for incidental, special, indirect, consequential or multiple damages such as, but not limited to, lost business or profits arising out of the sale or use of any Belkin UPS, the loss of service, software or information or damage to any computer media, even if advised of the possibility of such damages. The limitations provided herein do not affect the consumer's statutory rights under applicable national laws in force, nor the consumer's rights against the retailer arising from its sales/purchase contract. Nothing herein shall serve to exclude or limit the liability of Belkin Components for the death or personal injury of the consumer resulting from the negligence of Belkin Components.**

These warranties are valid only for the original consumer or end-user of the product. All damage claims arising under the Belkin Connected Equipment Warranty/Data Recovery Warranty must be made within 15 days from the date of the Occurrence and must be accompanied by a receipt for the damaged equipment, or the Belkin Connected Equipment/Data Recovery Warranty is void.

To file a claim against the Belkin Connected Equipment Warranty, you must take the following steps:

Contact a Belkin Components Customer Service Representative at +44 (0)1604 678300 within 15 days of the Occurrence. Be prepared to provide the following information:

- a. The part number of the Belkin UPS.
- b. The equipment that was connected to the Belkin UPS at the time of the Occurrence.
- c. The equipment that was damaged during the Occurrence and the extent of the damage.
- d. The date of the Occurrence.
- e. Where you purchased the Belkin UPS.
- f. When you purchased the Belkin UPS.
- g. Copy of the original receipt.

Your Belkin Customer Service Representative will then instruct you on how to forward your equipment, receipt, Belkin UPS in use during the Occurrence and how to proceed with your claim including data recovery services.

If any provision of these Warranties is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Warranties and the remainder of the provision in question shall not be affected.

These Warranties shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.