

Return & Warranty Policies

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THESE TERMS AND CONDITIONS (THE "TERMS") ARE INCLUDED WITHIN ALL CONTRACTS FOR PRODUCTS AND SERVICES PURCHASED FROM THIS WEB SITE OR THROUGH THE APC ONLINE STORE AND THE APC CALL CENTER DESCRIBED BELOW. **PLEASE READ THIS AGREEMENT AND THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING A PRODUCT.**

In these Terms:

"Customer" or "you" means the end user customer purchasing products or services from this web-site or call center; and "Seller" or "we" means American Power Conversion Corporation, or any of its affiliates that you may be doing business with (hereinafter either collectively or individually also referred to as "APC").

This is an important document and affects your rights and obligations. It also includes exclusions and limitations that apply to you. The terms and conditions may be subject to change by Seller without notice although changes will not affect Contracts that have already come into existence. You will be asked to approve the Terms every time before you place a purchase order.

You acknowledge and accept that any purchase order ("Order") you place by using this web site will be fulfilled by Seller, and that any purchase contract ("Contract") resulting from your Order will be a purchase contract between you and the Seller. These Terms may not be supplemented, altered or modified by the use of any other documents or oral communications unless agreed in writing by Seller. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY APC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 30 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER APC'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE BELOW.**

APPLICABILITY

Each Order for Products and Services is subject to these Terms. The contracting parties are Seller and you, the party submitting the Order and buying the Products as identified in the information submitted to the web site or to the Call Center at the time of ordering or by reference to a pre-agreed unique identifying number.

Your Order shall be the offer to purchase. Seller reserves the right to refuse to accept Orders and all Products and Services are subject to availability. Any order containing an item that sells completely out of stock will be cancelled. Seller shall accept Orders by confirming the Order in writing, or delivering or invoicing any of the Products or commencing provision of the Services. Seller shall not be deemed to have accepted any such Order until such confirmation, invoicing, delivery or provision. The Seller has the right to decline or cancel any purchase order containing erroneous prices. On acceptance of an Order a Contract will be made between Seller and Customer. The invoice the Customer will receive will cross-refer the Customer's Order number and will indicate where payment is to be made.

For the purposes of these Terms the Call Center is that Call Center operated by APC and contactable on telephone numbers: North America - (800)800-4APC, (1-800-800-4272) 8AM-8PM EST. If Orders are placed with the Call Center then binding legal obligations may be created upon acceptance of your oral Orders. Seller's acceptance of your Orders will be confirmed electronically or sent by mail. Legal acceptance of your Order is effective at the time of Seller's sending or posting of the acceptance mail.

If there is a revision or cessation of a Product that is the subject of a Contract then Seller may ship Products with the functionality of the Products ordered but there will be differences in what is shipped to what has been ordered. Where functionality cannot be matched with the ordered Products Seller will advise Customer either of a suitable alternative that may be supplied or of a cancellation of the Contract (or at Seller 's discretion the part that refers to the Product in question). Subject to the Return Policy below, upon such cancellation Seller shall make a full refund to Customer of the payments received for the relevant cancelled Products and neither party shall have any further liability to the other for the same. Part cancellation of a Contract shall not affect Customer's rights or obligations in relation to the non-cancelled part.

PRICE AND PAYMENT

The Price of the Products and Services is stated in the Web Site or in the Order accepted by Seller. Shipping charges are identified separately to the Price of the Products and Services. Prices are quoted in Us Dollars and are subject to change without notice. Price changes do not affect Contracts created after acceptance of Customer Orders. Prices exclude shipping, handling and taxes unless otherwise noted. Customer is responsible for Shipping charges, VAT and other sales taxes as specified in the Contract. **Orders shipped to the following US states will be charged sale/use tax: CA, CO, CT, FL, GA, IL, IN, KY, LA, MA, MD, ME, MI, MN, MO, NC, NJ, NM, NY, OH, OK, PA, RI, TN, TX, VA, VT and WA. All orders shipped to a Canadian province will be charged a goods and services tax (GST) of 5% with the exception of Nova Scotia, New Brunswick, Newfoundland which will be charged the Harmonised Sales Tax (HST) of 13%.** We accept VISA, MasterCard, American Express and Discover-Novus credit cards for payment. Payment in US dollars (\$US) is the only acceptable form of payment. Please read the Information Privacy section below about protecting transmission of your credit card information. Payment by credit card shall be made contemporaneously with the acceptance of the Order by Seller.

Where Seller has agreed to supply the Products on credit Customer shall pay the price of the Products within 30 days of the date of Seller's invoice notwithstanding that the property in the Products has not passed to the Customer. Invoices will be dated the day of dispatch of the Products. Seller shall be entitled at its absolute discretion to alter payment terms (other than on concluded Contracts) and withdraw or alter any credit limit granted at any time without notice. If the Customer fails to make a payment on the due date then without prejudice to any other right or remedy available to it Seller shall be entitled to cancel the Contract or suspend any further deliveries or suspend any services to the Customer. The property in the Products shall not pass to the Customer until Seller has received in cash or cleared funds payment in full of the price of the Products and all other Products and Services previously sold or supplied by Seller to the Customer for which payment is then due.

DELIVERY

Products and Services will be delivered to agreed locations for the charge set out in the Contract. Seller shall be responsible for the insurance and care of Products and Services up to the point of delivery. Once delivery has occurred then the Products and Services are Customer's responsibility and Customer should insure the same in accordance with prudent business practices.

Times for delivery are targets only and Seller shall not be responsible for late delivery. APC does not ship partial orders. This means that if you've ordered items that are indicated as being temporarily OUT OF STOCK along with ones that are IN STOCK, we will not ship until the backorder can be filled. We do our best to keep the status of products current, but availability is not guaranteed. Orders placed on Fridays after 1:30PM will not ship until Monday or the next business day if Monday happens to be a holiday. There will be no shipments made during any of the holidays that APC observes. In the event that the Products and Services have not been delivered in a reasonable time from the target delivery date then Customer should call North America - (800)800-4APC, (1-800-800-4272) 8AM-8PM EST giving their Contract number and such other details as may be available to assist Seller to track the status of the delivery and to give a new anticipated delivery date. Where the new anticipated delivery date is more than one month from the initial delivery date then Customer shall have the right to cancel the Contract without liability to Seller for refund of the Price paid. Customer shall have no other rights against Seller for delay to delivery.

Customer shall sign for delivery of the Products and/or Services upon delivery to the agreed location. In the event that Seller or its agents should seek to deliver Products and Services to the agreed location and delivery cannot be made due to the absence of Customer or its agents or a signatory then Seller reserves the right to charge repeat delivery charges to Customer. Such charges will depend on Seller's and shall be payable by Customer on receipt of Seller's invoice for the same. **North America Only:** We normally ship complete orders (all items in the order have to be in stock) placed before 1:30PM EST the next day. Your shipment options are Standard Shipping (3-5 business days), Expedited Shipping (2-3 business days), or Priority Shipping (1-2 business days), except to Hawaii, Alaska, Puerto Rico, Virgin Islands, and Guam where Standard service is not available. Currently shipments are limited to the United States, Puerto Rico, Virgin Islands, Guam, and Canada. Standard shipments can take 3-5 business days in transit. For Priority (1-2 business days) and Expedited (2-3 business days) deliveries, please remember these are transit times, and not, for example, overnight from the time you place your order.

ACCEPTANCE

Acceptance of Products and Services is deemed on delivery to the location agreed for delivery as set out in the Contract. Title to Equipment passes on acceptance after complete payment has been received by Seller.

In the event of any defects in Product or Services discovered after delivery then Customer may make a warranty claim for the relevant Product in accordance with the warranty for the relevant Product or Service as described in the accompanying documentation. Customer has the duty to notify visible damages to the goods delivered to the carrier.

SOFTWARE LICENSE TERMS

Products and Services the subject of Contracts may include computer software. All computer software is subject to intellectual property rights. Seller and its suppliers, as the case may be, do reserve all their rights in computer software; no title to computer software is transferred. Most computer software will be licensed directly from the publisher to the Customer. The terms of all licenses may be found either in the accompanying documentation to the Product or Service or are available from APC on request. Use of Computer Software is licensed in accordance with the relevant applicable non-exclusive non-transferable license terms for the Product or Service. Customer is deemed to have accepted these license terms at the time of Seller's acceptance of the Order.

WARRANTY INFORMATION

APC warranties vary depending on product and country. To check a warranty status of a UPS, [click here](#). Additionally each UPS comes with our lifetime equipment protection policy. To check on your model's protection policy limit, [click here](#)

THE FOLLOWING WARRANTY PROVISIONS APPLY TO ALL PRODUCTS.

Commencement of Warranty. The above warranties will commence upon delivery of the Products to the Customer.

APC Products

APC warrants that APC hardware products will be free from defects in workmanship and materials under normal use for the length of time outlined in the hardware Product manual for the relevant hardware Product. The length of a warranty on a given product may differ by law depending on the country, state, territory or locality that you reside in. Conditions to any warranties are contained in the applicable product manual. APC Products may be manufactured using some refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished.

APC Services

APC warrants that Services shall be performed hereunder in accordance with recognized professional standards. Should its services fail to comply with such standards, APC re-perform such deficient Services at no cost. APC's liability for any and all claims arising out of or in connection with its warranty hereunder, shall be limited to those claims of which APC has received written notification within thirty (30) days following the completion of the specific Services giving rise to the claim. APC will not be responsible for compatibility of products not manufactured or supplied by APC.

Exclusions

The above warranties do not apply to Products from which the serial numbers have been removed, or to conditions resulting from improper use, accidents, external causes, including installation, relocation of hardware, service or modifications not performed by Seller or its authorized service providers, or operation outside the environmental parameters specified for the Product. Neither Seller nor its suppliers warrant that the operation of any Product will be uninterrupted or

error free. Warranty service may not be performed if APC or other suppliers reasonably believe conditions at the Customer's site represent a safety or health risk. Seller and its suppliers do not warrant that the Products will operate in all combinations of hardware and software which may be selected for use by Customer or that Software is error-free or that its use will be uninterrupted.

THE LIMITED APC WARRANTIES ABOVE GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY (OR JURISDICTION TO JURISDICTION.)APC HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE APPLICABLE WARRANTIES FOR ANY PRODUCTS AND SERVICES ARE STATED ON THE LIMITED WARRANTY CARD, PRODUCT MANUAL, OR DOCUMENTATION ACCOMPANYING EACH PRODUCT OR SERVICE. APC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY SHALL APC, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCTS PURCHASED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF APC FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO APC UNDER A PURCHASE ORDER.

SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW LIMITATIONS ON HOW LONG A WARRANTY LASTS, IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS APC'S INTENT TO MAKE SUCH LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS TO THE FULLEST EXTENT ALLOWED UNDER ANY APPLICABLE LAW.

Warranty Remedies. Seller's suppliers will provide the warranty remedies as mentioned in the Seller's warranty statements provided Customer promptly notifies the Seller as indicated in the warranty statements of any non-conformance to the above warranties during the specified warranty period. Upon notification of a claim, APC shall provide the Customer with an RMA ("Return Material Authorization") number and may return the product under the "Warranty Return" provisions below.

LIMITATION OF LIABILITY

For any breach of these Terms, or of any Contract, Seller's sole and exclusive maximum liability shall not in any event exceed the total purchase price of the Products or Services ordered by Customer.

In no event shall Seller be liable for any damages resulting from loss of data, or use, lost profits, loss of anticipated savings or any incidental or consequential damages whatsoever.

These limitations will apply regardless of the form of action whether under statute, in contract tort, including negligence or any other form of action. **SOME COUNTRIES, TERRITORIES, LOCALITIES OR STATES, AS APPLICABLE, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS APC'S INTENT TO MAKE SUCH LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS TO THE FULLEST EXTENT ALLOWED UNDER ANY APPLICABLE LAW.**

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RETURNS

NON-WARRANTY RETURNS

- Only returns from APC's factory store, demo store, or APC Personal Page store are accepted
- Must be returned within 30 days from the ship date
- Please call 877-800-4272 to process a return
- Refunds with a 15% restocking fee are processed 7-10 business days upon receiving the returned product

NON-WARRANTY RETURNS. APC accepts non-warranty returns of all items except for opened software products under the following circumstances:

APC will accept returns within 30 days from the day the order is shipped. Only returns with a Credit Material Authorization "CMA" number will be accepted. A 15% restocking fee will applied to all returns. To obtain a CMA number you must speak with an APC representative at the numbers listed below under "Customer Service." Shipping and handling charges are not refundable. No returns will be accepted after 30 days.

Please note that we can process refunds only for items purchased directly from APC's factory store, demo store, personal page stores and any other store that is available in North America at <http://commerce.apcc.com>.

Please return items in as-new condition, disassembled, in original packaging with the packing slip, all warranty cards, UPC tags, manuals and accessories. Failure to do so will result in the product being returned to you and no credit issued.

Receive A Refund. Once the return is received, please allow 7-10 business days for the credit to appear on your account. The credit will be issued to the credit card used for the purchase minus any Collection fees or Restocking fees if applicable.

We cannot provide refunds for opened, non-defective software.

NO WARRANTY CD THAT HAS BEEN OPENED WILL BE ACCEPTED FOR RETURN.

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WARRANTY RETURNS

APC accepts warranty returns of all items within the standard factory warranty period applicable under the following circumstances: You must contract APC by any of the methods given below in Customer Service and APC provide you with an RMA ("Return Material Authorization") number. When returning the Product the Customer shall return the Products to Seller in their original and unmarked packaging together with details of the RMA number and the Customer's name and address. Use all packaging that was originally supplied. The shipping company authorized to collect the product will provide a label clearly displaying your RMA details. Do NOT write directly on the box/packaging with pen/ink. Securely seal the packaging using similar method to the original delivery. Defective software may be returned within 30 days for replacement only. The replacement product must be the same title and version as the original product ordered. We must receive the return within 30 days after you receive your RMA number. The RMA number will expire on the 31st day after it was issued, at which time any returned product/s will be refused.

Please note that we can refund shipping costs only if the return is a result of our error.

No warranty CD that has been opened will be accepted for return.

Customer Service: For customer service, please click on Contact Information Page ([Web Link](#)) or call North America - (800)800-4APC, (1-800-800-4272) 8AM- 8PM EST.

- Order inquiry, cancellation, etc.
- Product questions before you buy.
- CMA numbers.
- RMA numbers

Technical Support: For best service, call us at (800)800-4APC, (1-800-800-4272) 8AM-8PM EST / or submit your questions to Technical Support ([Web Link](#)) .

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GENERAL

Dispute Resolution. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST APC, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "APC") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), APC's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION PROVIDED, HOWEVER, THAT THIS BINDING ARBITRATION REQUIREMENT DOES NOT APPLY TO CLAIMS AGAINST APC ARISING UNDER THE APPLICABLE WRITTEN WARRANTY. SUCH CLAIMS MAY BE PURSUED IN ANY COURT OF COMPETENT JURISDICTION.

NORTH AMERICA: Arbitration shall be Administered By The National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and APC. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

Customer may not assign or transfer its rights or obligations under any Contract to any third party without the Seller's prior written approval.

Information Privacy. To protect your privacy, data on forms with credit card information are transmitted using 128-bit SSL encryption, providing you have that security capability available and enabled on your browser. APC's policy on privacy can be found at <http://www.apcc.com/corporate/legal/privacy.cfm>.


Passwords. You are responsible for the password to your account. If you lose your password, you can establish a new account and password online. If you do so, we would appreciate an e-mail (with your account name and address to confirm your identity) to commercemaster@apcc.com so we can clear the account for future use. If you have questions about orders placed with your old account, you can call Customer Service at (800)800-4APC. For account security, we do not re-issue passwords to any accounts.

We attempt to keep our policies, pricing, contact information, and everything else on this site accurate and up to date. All of it, however, is subject to change without notice. Please contact Customer Service for the latest information on any topic.

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Get monthly updates from Schneider Electric delivered right to your inbox.

I'd like to receive news and commercial info from Schneider Electric and its affiliates via electronic communication means such as email, and I agree to the collection of information on the opening and clicks on these emails (using invisible pixels in the images), to measure performance of our communications and improve them. For more details, please read our [Privacy Policy](#).

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