

This warranty only covers all areas outside the UK mainland, Northern Island, Isle of Wight, Isle of Man and Highlands.

This warranty statement covers Products sold to customers (the “Customer”) by Sales/Service partners that have service engineers (“BPC Approved Engineer”) trained by BPC Energy Limited (“BPC”) and where Sales/Service Partners have completed the commissioning and maintenance of the products.

1. STANDARD WARRANTY PERIOD

The standard warranty period (“Warranty Period”) for each of the products specified below (“Product”) commences on the commissioning date or 3 months after delivery date of the product, whichever is earlier and expires at the end of the applicable period as set forth below:

PRODUCT	ELECTRONICS WARRANTY	BATTERY WARRANTY
PLUG AND PLAY SYSTEMS		
<3kVA Single Phase Input/ Single Phase Output UPS	24 Months	12 Months
HARD WIRED SYSTEMS		
UPS & EL	24 Months	12 Months
Static Transfer Switch (STS)	24 Months	N/A
Medical IPS	24 Months	N/A
OTHERS		
Switchgear including External Maintenance Bypass Switch	12 Months	N/A
SNMP, BACS and other Accessories	12 Months	N/A

Figure 1. Warranty guidelines

2. UNINTERRUPTIBLE POWER SUPPLY (UPS), EMERGENCY LIGHTING INVERTER (EL), STATIC TRANSFER SWITCH (STS), MEDICAL IPS (IPS) AND ACCESSORIES WARRANTY

- a) The Warranty Period for Products shall be as stated in Figure 1. of the Warranty guidelines.
- b) The Warranty Period applicable to each Product can be extended if the Customer purchases an applicable Warranty Extension Contract (as defined in section 2.2) from BPC Sales/Service Partner. If the Customer purchases an applicable Warranty Extension Contract from BPC Sales/Service Partner, the terms of such extended warranty shall supersede the warranty provisions period in these Terms and Conditions.
- c) To make a warranty claim under these Terms and Conditions, the Customer or the Sales/Services Partner must contact BPC and register and raise a ticket on BPC Support Helpdesk ([www. https://helpdesk.bpc-ups.com](https://helpdesk.bpc-ups.com)).
- d) BPC conditionally warrants the UPS Products sold:
 - 1. Is free from defects in material, workmanship and title;
 - 2. Conforms to BPC's published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"),
- e) Should Customer or the Sales/Service Partner discover and report any defects or nonconformities in the Product to BPC within the agreed Warranty Period, BPC, upon satisfactory investigation by BPC of the Customer or Sales/Service Partner's claim, shall correct such defect or nonconformity either, at its sole option :
 - 1. For Electronics systems that are hard wired, site repairs must be carried out by the BPC Sales/Service Partners. Warranty includes all costs for parts for the repair of the qualifying faults, at the discretion of BPC. Labour and travel for BPC direct employees in not included. Parts will be provided ex works from UK or UAE.

2. Upon return by the Customer or the BPC Sales/Service Partner the Warranty, all defective or nonconforming Products that are replaced by BPC shall become the property of BPC.

2.1 UNINTERRUPTIBLE POWER SUPPLY (UPS), EMERGENCY LIGHTING INVERTER (EL), STATIC TRANSFER SWITCH (STS), MEDICAL IPS (IPS) AND ACCESSORIES WARRANTY CONDITIONS

- a) “Hard Wired” Systems must be installed and commissioned by a BPC Approved Engineer.
- b) All “Hard Wired” UPS must be commissioned and maintained in accordance with the latest BPC approved commissioning and maintenance forms. The system must be commissioned with calibrated test equipment.
- c) “Hard Wired” Products may only be installed by certified electrical installers and must be installed according to BPC’s specifications, appropriate national electrical codes and accepted standards of workmanship. “Hard Wired” shall mean Products that require the services of a certified electrical installer to be connected to the power grid.
 1. All cabling used must be rated in accordance to the UPS, EL, STS, IPS and/or External Maintenance Bypass Switch (“EMBS”) specification ratings using the cable manufacturer’s current specification current calculation ratings.
 2. BPC will not be responsible for “Over Rated” or “Under Rated” cabling, this being cable that is of a larger or smaller size mm² or current capability for intended use in accordance with the UPS specification.
 3. Warranty is only valid if the correct “down-stream” and “up-stream” electrical protection is used in accordance with the UPS specification, EMBS specification and the “load” on the system.
- d) To the extent that any BPC Approved Engineer notifies the Customer of client of any discrepancies related to the Installation and commissioning, The Customer must resolve all issues within 4 weeks of the commissioning, failure to do so will invalidate this warranty.
- e) Commissioning shall mean the start-up of the installable Products and the testing of the installable Products in connection with the load. It is the decision of the BPC Approved Engineer to refuse to commission the Products, if the operating conditions at Customer’s site do not allow safe commissioning and suitable operation of the Products that could cause future damage to the Product.
- f) All Warranties are offered against all faulty parts provided that the UPS is installed and operated in accordance with the installation and operation manual supplied with the system and subject to the terms and conditions set out herein.
- g) Warranty will be voided if any provision in these terms and conditions is not complied with.
- h) Warranty does not cover:
 - Misuse (1), load related failures (2), mains supply related failures (3), abuse (4), neglect (5), mishandling (6), vandalising (7), unauthorised modifications (8), use of BPC non-approved parts (9), operation beyond the limit of design intent (10) including but not limited to Low/high temperature (11)/humidity (12)/dust (13), improper maintenance (14), accidents (15), Flood (16)/Fire (17) any other natural calamities (18) or other abnormal conditions (19).

2.2. UNINTERRUPTIBLE POWER SUPPLY (UPS), EMERGENCY LIGHTING INVERTER (EL), STATIC TRANSFER SWITCH (STS), WARRANTY EXTENSION

- a) The Warranty Period for services shall be as stated in Figure 1. of these terms and conditions. This Warranty Period can be extended to a maximum of 5 years if purchased at time of order and must be shown on the quote from BPC and order from Sales/ Service Partner.

PRODUCT	STANDARD ELECTRONICS WARRANTY	EXTENDED WARRANTY	EXTENDED WARRANTY COST
PLUG AND PLAY SYSTEMS			
<3kVA Single Phase Input/ Single Phase Output UPS	2Year (24 Months) Electronics	3YE-2YB-WTY Warranty extension 3 years (36 months) for electronics and 2 years (24 months) for battery	3% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
	1Year (12Months) Battery	3YE-3YB-WTY Warranty extension 3 years (36 months) for electronics and 3 years (36 months) for battery	5% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
		4YE-4YB-WTY Warranty extension 4 years (48 months) for electronics and 4 years 48 months) for battery	10% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
		5YE-5YB-WTY Warranty extension 5 years (60 months) for electronics and 5 years (60 months) for battery	15% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
HARD WIRED SYSTEMS			
UPS & EL	2Year (24 Months) Electronics	3YE-WTY Warranty extension 3 years (36 months) for electronics	5% cost increase of UPS
		4YE-WTY Warranty extension 4 years (48 months) for electronics	10% cost increase of UPS
		5YE-WTY Warranty extension 5 years (60 months) for electronics	15% cost increase of UPS
Static Transfer Switch (STS)	24 Months	3YE-WTY Warranty extension 3 years (36 months) for electronics	5% cost increase of UPS
		4YE-WTY Warranty extension 4 years (48 months) for electronics	10% cost increase of UPS
		5YE-WTY Warranty extension 5 years (60 months) for electronics	15% cost increase of UPS

Figure 2. UPS Warranty Extension

- b) Extended Warranty Periods are subject to Section 2.1 of these terms and conditions, but do not cover life limited components such as fans or capacitors.
- c) Extended warranties must be maintained by a BPC Approved Engineer at a minimum of 1 visit per annum, this should be increased depending on environment. Incorrectly maintained equipment would result in this warranty becoming invalid. Evidence of maintenance must be provided in the event of a warranty claim.

3. SPARE PARTS WARRANTY

- a) The warranty period (“SP Warranty Period”) for spare parts commences on the commissioning date which must be within 3 months after delivery date of the spare part and ends 3 months from such installation date; provided, however, that if the installation is performed in connection with the sale of a Product, in no case shall the SP Warranty Period applicable to such service exceed the Warranty Period applicable to the spare part.
- b) To make a warranty claim under this Article, End User must contact BPC and register and raise a ticket on BPC Support Helpdesk ([www. https://helpdesk.bpc-ups.com](https://helpdesk.bpc-ups.com)).

3.1 SPARE PART WARRANTY CONDITIONS

- a) The spare part(s) must be installed by a BPC Approved Engineer.
- b) The UPS must be re-commissioned in accordance with BPC approved commissioning forms.
- c) All Warranties are offered against all faulty parts provided that the part is installed and operated in accordance with the installation and operation manual supplied with the Product.
- d) Warranty does not cover:
 - Misuse (1), load related failures (2), mains supply related failures (3), abuse (4), neglect (5), mishandling (6), vandalising (7), unauthorised modifications (8), use of BPC non-approved parts (9), operation beyond the limit of design intent (10) including Low/high temperature (11)/humidity (12)/dust (13), improper maintenance (14), accidents (15), Flood (16)/Fire (17) any other natural calamities (18) or other abnormal conditions (19).

4 BATTERY WARRANTY

- a) The warranty period (“Battery Warranty Period”) for batteries commences on the commissioning date or 3 months after delivery date, whichever is earlier of the Product and expires at the end of the applicable period as set forth in figure 1.
- b) To make a warranty claim under these Terms and Conditions, the Customer or the Sales/Services Partner must contact BPC and register and raise a ticket on BPC Support Helpdesk ([www. https://helpdesk.bpc-ups.com](https://helpdesk.bpc-ups.com)).
- c) Included in the warranty claim should be the downloaded events from the installed BPC PSLOGGER for batteries >9Ah. Warranty claim will become void if not installed.
- d) BPC conditionally warrants the UPS Products sold:
 - 1. Is free from defects in material, workmanship and title;
 - 2. Conforms to BPC's published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"),
- e) Should Customer or the Sales/Service Partner discover and report any defects or nonconformities in the Product to BPC within the agreed Warranty Period, BPC, upon satisfactory investigation by BPC of the Customer or Sales/Service Partner's claim, shall correct such defect or nonconformity either, at its sole option:
 - 1. For Electronics systems that are hard wired, site repairs must be carried out by the BPC Sales/Service Partners. Warranty includes all costs for parts for the repair of the

qualifying faults, at the discretion of BPC. Labour and travel for BPC direct employees in not included. Parts will be provided ex works from UK or UAE.

2. Upon return by the Customer or the BPC Sales/Service Partner the Warranty, all defective or nonconforming Products that are replaced by BPC shall become the property of BPC.

4.1 BATTERY WARRANTY CONDITIONS

The Warranty is subject to the following conditions:

- a) The Product must have been installed, charged, discharged, stored, used and maintained in accordance with the “BPC013 Battery Installation Manual” and the battery Specifications.
- b) The Warranty Period for any Product which has been installed in an environment where the temperature exceeds 20°C shall be proportionately reduced by fifty percent (50%) for every 8°C increase in temperature above 20°C. Operation or storage of the Product for any length of time in an environment having a temperature above 45°C will void the Warranty.
- c) A Product will not be considered defective or nonconforming if it has delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. This will be determined by recharging the battery for 48 hours, then discharging and measuring the amount of Watts used versus the Watts capacity of the battery.
- d) Product must be of proper capacity and size for the intended application.
- e) Warranty does not cover:
Misuse (1), load related failures (2), mains supply related failures (3), abuse (4), neglect (5), mishandling (6), vandalising (7), unauthorised modifications (8), use of BPC non-approved parts (9), operation beyond the limit of design intent (10) including high temperature (11)/humidity (12)/dust (13), improper maintenance (14), accidents (15), Flood (16)/Fire (17) any other natural calamities (18) or other abnormal conditions (19).
- f) All battery terminals must be tightened up to the correct torque rating shown in the battery specification. Battery terminals should never be overtightened above the recommended torque setting.
- g) Battery must be kept charged at all times. Battery that have been left in a discharged state for more than 72Hrs may self-discharge below a recoverable voltage level. Warranty will be void for batteries that have been left in this condition.
- h) Battery must be connected to a suitable charger and activated into float charge mode within 3 months of delivery date.
- i) The superimposed effective alternating component of the charge current I_{eff} (rms) should be limited, under float and boost charge conditions, to the values of 5A/100Ah₁₀ in float and 10A/100Ah₁₀ in Boost.
Higher values of AC ripple current will detrimentally affect the life of batteries by generating heat.
The effective current I_{eff} can be measured with an AC clamp-on ammeter or similar.
- j) BPC PSLOGGER – For all hardwired systems a BPC PSLOGGER must be installed, 1 per battery cabinet. The PSLOGGER must be set up to continuously record the temp and discharges of a battery. Data must be sent to helpdesk for warranty claim <9Ah.
- k) The Warranty shall be void for any Product to the extent that the depth and number of discharges exceed any of the following:
 1. 225 Cycles during the Warranty Period with a 30% discharge depth;

2. 185 Cycles during the Warranty Period with a 50% discharge depth;
 3. 100 Cycles during the Warranty Period with a 100% discharge depth.
- l) All battery blocks in all strings should be of the same model, Ah and manufacturer.

4.1 BATTERY WARRANTY EXTENSION

- a) The Battery Warranty Period for services shall be as stated in Figure 1. of the Warranty guidelines. This Battery Warranty Period can be extended to a maximum of 5 years if purchased at time of order and must be shown on the quote from BPC and order from customer.

PRODUCT	STANDARD ELECTRONICS WARRANTY	EXTENDED WARRANTY	EXTENDED WARRANTY COST
PLUG AND PLAY SYSTEMS			
<3kVA Single Phase Input/ Single Phase Output UPS	2Year (24 Months) Electronics	3YE-2YB-WTY Warranty extension 3 years (36 months) for electronics and 2 years (24 months) for battery	3% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
	1Year (12Months) Battery	3YE-3YB-WTY Warranty extension 3 years (36 months) for electronics and 3 years (36 months) for battery	5% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
		4YE-4YB-WTY Warranty extension 4 years (48 months) for electronics and 4 years 48 months) for battery	10% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
		5YE-5YB-WTY Warranty extension 5 years (60 months) for electronics and 5 years (60 months) for battery	15% cost increase of UPS and battery (including battery cabinets) – 10Y design Life battery only
HARD WIRED SYSTEMS			
UPS & EL	2Year (24 Months) Electronics	3YB-WTY Warranty extension 3 years (36 months) for battery.	5% cost increase of Battery – 10Y Life battery only
		4YB-WTY Warranty extension 4 years (48 months) for battery	10% cost increase of Battery – 10Y Life battery only
		5YB-WTY Warranty extension 5 years (60 months) for battery	15% cost increase of Battery – 10Y Life battery only

Figure 3. Battery Warranty Extension

- a) Extended warranties are subject to Section 4.1 of this document, but do not cover life limited components such as fans or capacitors.
- b) Extended warranties must be maintained by a BPC Approved Engineer at min 1 visit per annum, this should be extended depending on environment.
- c) This warranty period can be extended to a 5 year warranty (10Y design Life battery only) if BACS (Battery Analysis and Care System) is purchased and installed at time of order and must be shown on the quote from BPC and order from customer.

CODE:

5YBACSWARRANTY – 5 Year Battery warranty extension

1. Warranty is subject to sections 4 and 4.1.
2. Full records of previous years must be downloaded and issued to BPC showing all readings. These should be issued annually to BPC Technical Team, if not issued warranty may become void.

5 LIMITATIONS

- a) BPC LIABILITY FOR ANY BREACH OF THE WARRANTY IS LIMITED AS SET FORTH IN THE WARRANTY. THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BPC PRODUCT BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.
- b) BPC makes no warranty and shall have no obligation for any damage to the Product caused by or resulting from abuse, misuse, neglect or any unauthorized repairs, maintenance or alterations of the Product. The preceding paragraphs set forth the exclusive remedies of Customer and/or Sales/Service Partner, for all claims based on a defect in or nonconformity of the Product, whether the defect or nonconformity arises before or during the Warranty Period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

6 GOVERNING LAW AND JURISDICTION

- a) These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.