

## SERVICE TERMS AND CONDITIONS FOR RIELLO UPS LTD

### Warranty and Extended Warranty

1. **Warranty:** subject to Riello UPS Ltd (RUL) Sales Terms and Conditions ([ref QMSFMS37](#)), RUL warrants each new Riello Uninterruptible Power System (UPS) to be free from defects in material and workmanship for a product dependent period beginning from the date of invoice unless otherwise arranged.
2. **Warranty Periods:** standard warranty periods range from one to two years. For an up to date table click: <http://www.riello-ups.co.uk/riello/hm/warranty.htm>. All batteries have a one year warranty period as standard.
3. **Warranty Inclusions:** any repair labour, de-installation, parts and carriage charges authorised by RUL beforehand relating to the repair or replacement of the RUL UPS.
4. **Warranty Extension:** warranty can be extended for all Warranty Inclusions (except batteries) on a yearly basis up to and including year 5 of operation for UPS up to and including 5kVA.
  - 4.1. The warranty extension should be taken out at time of order or not later than 30 days after installation and/or 90 days after purchase.
  - 4.2. The UPS must be installed with an external maintenance bypass.
5. **Battery Warranty Extension:** a five year warranty is available on some ten year design life batteries for certain UPS models. Customers requiring this must have an annual Preventative Maintenance Visit.
6. **Warranty Exclusions:** minor consumable parts required to complete a UPS installation or decommission a UPS for return to RUL for repair. Such parts may be charged for by RUL.
7. **Warranty Termination:**
  - 7.1. all warranty obligations *are* terminated when the UPS is operated outside specification and/or the published Riello operating guidelines.
  - 7.2. all warranty obligations *are* terminated when a customer or their sub-contractor or associated company makes any modification to the UPS that has not been recorded on a case by case basis with RUL and approved by the technical department.
  - 7.3. all warranty obligations *may be* terminated should site or load or third party supplied UPS accessories be found on inspection by RUL to be damaging the UPS or causing operation that could reduce its working life.
8. **Repair Warranty:** all repairs outside the normal product warranty period are warranted for six months from the repair invoice date. For repairs inside warranty the standard product warranty period remaining applies.
9. **Response (no maintenance plan)**
  - 9.1. **Plug-in models:** next working day, normal working hours Swap Out and failed UPS collection.
  - 9.2. **Hardwired models:** best endeavours within three working days, normal working hours.
10. **Swap Out Units and Warranty:** a unit swap out may be accomplished from the swap out stock of refurbished units or new unit stock. The swap out replacement shall be of a similar or better age and condition to the failed unit. The replacement UPS shall have the balance of any remaining warranty cover.
11. **Response Times With A Maintenance Plan:** a faster response time to alarm conditions is provided under a maintenance plan: 4 clock hour 24-7 response, same working day response and next working day response.
12. **Workshop Turnaround:** the service workshop inspection time is within 5 working days.
13. **Workshop Space Rental:** RUL reserves the right to charge a weekly rental fee or return goods to the customer or site at the customer's expense, where goods remain in the service workshop for longer than one month for a delay caused by the customer not providing approval to proceed with a repair, disposal or return of the UPS to site.
14. **Working Hours:**

Normal Working Hours	Monday to Thursday	08:30 to 17:00
	Friday	08:30 to 16:00
Overtime	Monday to Friday	17:00 to 22:00
Overnight		22:00 to 08:30
Saturday		08:30 to 17:00
Sunday/Bank Holiday		08:30 to 17:00

**In relation to working hours** all on-site work is based on a budgeted time frame. Where the work cannot be completed within the budgeted time frame due to delays beyond the control of RUL, RUL reserve the right to charge for extra time, materials and resources used to complete the work.

### Maintenance Plans

15. **Annual Maintenance Plans:** run for 12 months from invoice or commissioning/switch on date, whichever is the soonest, except by agreement in writing.
16. **Plan Payment:** payment shall be 100% on invoice to active the plan.

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## 17. Items Covered and Not Covered in a maintenance plan:

- 17.1. **Items Covered:** all on site repairs of any fault or defect, including labour, mileage, traveling, carriage and parts (excluding batteries, see 17.2) and which appear to RUL on inspection to have been due to defective material and/or workmanship, for the warranty period, shall be borne by RUL.
- 17.2. **Batteries:** are excluded from the maintenance plan, unless covered by the battery manufacturer's warranty. Outside such warranty, batteries will be charged for, plus labour, mileage and expenses.
- 17.3. **Consumables:** other than fuses and batteries (see 17.1) are covered by the maintenance plan.
- 17.4. **Items Not Covered:** include (a) any costs incurred due to incorrect operation, misuse and abuse, damage and unreasonable installation and operation or environment not conforming to the relevant instructions detailed in the RUL Installation and Operation Manuals, including any repairs or replacements needed because of unauthorised modifications or attempts at repair to the equipment by individuals not approved or authorised in writing to do so by RUL. All such faults will be charged for at RUL current travel and on-site labour, mileage and parts charges. Any such events will cancel any remaining contractual obligation to provide maintenance cover by RUL without a refund, and (b) remote UPS monitoring software on third party supplied hosts.

## 18. Work on Site under a maintenance plan:

- 18.1. **Installation and Commissioning:** should normally be carried out by an RUL Engineer or Service Partner, where the UPS is not fitted with a plug and mains input lead. Where this is not the case, written agreement must be received prior to the work and accepted by RUL. Failure to do so may invalidate the warranty and maintenance plan.
  - 18.2. **Prior Diagnosis:** before attending site, the RUL Service Department must be given sufficient opportunity and assistance to diagnose the problem by telephone. Failure to do so may render the whole or part of any subsequent repair visit chargeable.
  - 18.3. **Repair Personnel and Location:** any installation, commissioning, repair or maintenance work shall be carried out by an RUL Engineer or Service Partner. Repairs may be carried out at the RUL factory, an Approved Service Centre or at the UPS site. Equipment moved to any other location for repair by the user will not be covered by the plan. The choice of repair location is at the discretion of RUL.
  - 18.4. **On-Site Repairs:** the RUL Engineer or Service Partner must be given free and immediate access to the equipment to be repaired and be allowed adequate working space and reasonable use of the telephone and power points to carry out the repair. In the event of access not being available within a reasonable time or the other provisos of this section being denied, RUL will assume that their obligations relating to such an incident under the plan have been discharged and any further visit to repair or maintain the equipment will be charged for at the prevailing RUL mileage, travel and labour rates.
  - 18.5. **Response Time:** will be calculated from the time a mutual decision was made that a site visit is required, to the time of arrival of the engineer.
  - 18.6. **Repair Times:** will be calculated from the time the engineer arrives on site and is allowed free access to the equipment.
  - 18.7. **Substitution:** RUL reserve the right to substitute an equivalent replacement UPS of a similar working model, age and condition to the faulty equipment. All carriage and costs shall be borne by RUL.
19. **Preventative Maintenance Visits:** when so ordered, the visit will be carried out during normal working hours. Outside these times, the standard labour rates will be charged as extra.

## 20. Refund and Cancellation

- 20.1 **Plan Refund:** RUL reserve the right at their total discretion only, to refund any unexpired maintenance Plan charge where conditions necessitate this action in their opinion.
- 20.2. **Plan Cancellation:** notice to cancel a maintenance plan must be received at least 3 months before the proposed cancellation date. RUL reserve the right to part refund only and up to only half of any remaining maintenance cover.

## 21. Maintenance Plan Exclusions

- 21.1. **Software:** software, interface cabling and interfaces are excluded from the maintenance plan.
- 21.2. **Third Party Products and Software:** any third party products, including batteries or software sold with the RUL equipment is excluded from the maintenance Plan.
- 21.3. **Faults:** All faults which RUL consider to be outside either the provisions of the RUL standard warranty, extended warranty or maintenance Plans, at their total discretion will be charged for at RUL standard rates for mileage, parts and labour, details of which are available from RUL on request.

## Definitions

- 22. **Battery Build:** on-site build of the battery set and connection to the UPS.
- 23. **Installation:** on-site electrical installation to IEE 16<sup>th</sup> edition regulations of the ordered electrical wiring, distribution, discrimination, isolation and protection (and where included) bypass switch to the load, mains supply and UPS.

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24. **Commissioning:** connection of the UPS to the supplied electrical cables (within 1m of the UPS), turn-on, test and hand over of the UPS to the customer.
25. **HealthCheck:** a thorough overhaul of the UPS system both on-line and on bypass, site permitting.
26. **Preventative Maintenance Visit:** a UPS HealthCheck on UPS under maintenance contract to a predefined checklist.
27. **Teleguard:** the Riello 24-7 remote monitoring system operated by the RUL Service Centre.

(End)

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