

Price List

Effective June 15th, 2008



LEGACY
POWER CONVERSION

All Prices F.O.B. Necedah, Wisconsin U.S.A.
Prices In U.S. Dollars.
Products and pricing subject to change without notice.

Herytage UPS

Herytage UPS offers highly customized protection that is ideally suited for your specific application. Select from a wide range of models, voltages, runtimes, line cords and receptacles to custom-configure the UPS you need. Legacy Power Conversion can build and ship your custom configuration in a matter of days!

Herytage UPSs provide constant power conditioning and optimal protection for your critical systems against damaging power failures, spikes, surges, sags, brownouts, overvoltage, frequency variations, transients, harmonic distortion, noise and lightning.

Historic reliability and configurability in ferroresonant power conversion for IT, Telco, and industrial applications.

Basic configurations shown below. Consult Herytage Configuration Guide or contact Legacy Power Conversion for other configurations.

2kVA \ 1.6kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
120 - 120	Internal - 11 Minute	Hardwire	Hardwire	H02AA00AA0A0A0A	\$3,850
120 – 120	Internal - 11 Minute	5-20P	(3) 5-20R	H02AA00CC3A0A0A	\$4,060
120 - 120	Internal - 32 Minute	Hardwire	Hardwire	H02AA10AA0A0A0A	\$3,975
120 - 120	Internal - 84 Minute	Hardwire	Hardwire	H02AA80AA0A0A0A	\$4,550
120 - 120	Internal - 186 Minute	Hardwire	Hardwire	H02AA90AA0A0A0A	\$6,000
120 - 120	External - optional	Hardwire	Hardwire	H02AA20AA0A0A0A	\$3,000

3kVA \ 2.4kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
120 - 120	Internal - 18 Minute	Hardwire	Hardwire	H03AA00AA0A0A0A	\$4,275
120 – 120	Internal - 18 Minute	L5-30P	(3) 5-20R	H03AA00JC3A0A0A	\$4,485
120 - 120	Internal - 50 Minute	Hardwire	Hardwire	H03AA10AA0A0A0A	\$4,850
120 - 120	Internal - 116 Minute	Hardwire	Hardwire	H03AA90AA0A0A0A	\$6,300
120 - 120	External - optional	Hardwire	Hardwire	H03AA20AA0A0A0A	\$3,300

4kVA \ 3.2kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
120 - 120	Internal - 11 Minute	Hardwire	Hardwire	H04AA00AA0A0A0A	\$5,175
120 – 120	Internal – 34 Minute	Hardwire	Hardwire	H04AA10AA0A0A0A	\$5,750
120 - 120	Internal – 85 Minute	Hardwire	Hardwire	H04AA90AA0A0A0A	\$7,200
120 - 120	External - optional	Hardwire	Hardwire	H04AA20AA0A0A0A	\$4,200
120 - 120	Internal - 11 Minute	5-50P	(3) 5-20R	H04AA00EC3A0A0A	\$5,415
208 – 120/208	Internal - 11 Minute	Hardwire	Hardwire	H04BB00AA0A0A0A	\$5,175
208 – 120/208	Internal - 34 Minute	Hardwire	Hardwire	H04BB10AA0A0A0A	\$5,750
208 – 120/208	Internal – 85 Minute	Hardwire	Hardwire	H04BB90AA0A0A0A	\$7,200
208 – 120/208	External - optional	Hardwire	Hardwire	H04BB20AA0A0A0A	\$4,200
208 – 120/208	Internal - 11 Minute	L6-30P	(2) 5-20R, (1) L6-30R	H04BB00LC2K1A0A	\$5,410
240 – 120/240	Internal - 11 Minute	Hardwire	Hardwire	H04CC00AA0A0A0A	\$5,175
240 – 120/240	Internal - 34 Minute	Hardwire	Hardwire	H04CC10AA0A0A0A	\$5,750
240 – 120/240	Internal – 85 Minute	Hardwire	Hardwire	H04CC90AA0A0A0A	\$7,200
240 – 120/240	External - optional	Hardwire	Hardwire	H04CC20AA0A0A0A	\$4,200

6kVA \ 4.8kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
120 - 120	Internal - 11 Minute	Hardwire	Hardwire	H06AA00AA0A0A0A	\$6,020
208 – 120/208	Internal - 11 Minute	Hardwire	Hardwire	H06BB00AA0A0A0A	\$6,020
208 – 120/208	External - optional	Hardwire	Hardwire	H06BB20AA0A0A0A	\$5,400
208 – 120/208	Internal - 11 Minute	6-50P	(4) 5-20R, (2) L6-30R	H06BB00NC4K2A0A	\$6,470
240 – 120/240	Internal - 11 Minute	Hardwire	Hardwire	H06CC00AA0A0A0A	\$6,020
240 – 120/240	External - optional	Hardwire	Hardwire	H06CC20AA0A0A0A	\$5,400

8kVA / 6.4kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
208 – 120/208	External - optional	Hardwire	Hardwire	H08BB20AA0A0A0A	\$6,650
240 – 120/240	External - optional	Hardwire	Hardwire	H08CC20AA0A0A0A	\$6,650
Typical 208 Volt System Package					
208 – 120/208	External - optional	Hardwire	Hardwire	H08BB20AA0A0A0A	\$6,650
11 minute Battery Pack				BP096A1125	\$2,215
Maintenance Bypass Switch – Break-Before-Make				SW080BBMA	\$530
Standard Package Total					\$9,395

N9246 Hwy 80 South ■ Suite 7 ■ Necedah, WI 54646 Web www.lpc-ups.com

Sales 800-859-5877 ■ 608-565-5877 Service 800-859-5711 ■ 608-565-5878 Fax 608-565-5879

Products and pricing subject to change without notice.

10kVA / 8kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
208 – 120/208	External - optional	Hardwire	Hardwire	H10BB20AA0A0A0A	\$7,500
240 – 120/240	External - optional	Hardwire	Hardwire	H10CC20AA0A0A0A	\$7,500
Typical 208 Volt System Package					
208 – 120/208	External - optional	Hardwire	Hardwire	H10BB20AA0A0A0A	\$7,500
11 minute Battery Pack				BP120A1125	\$2,430
Maintenance Bypass Switch – Break-Before-Make				SW080BBMA	\$530
Standard Package Total					\$10,460

16kVA / 12.8kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
208 – 120/208	External - optional	Hardwire	Hardwire	H16BB20AA0A0A0A	\$9,600
240 – 120/240	External - optional	Hardwire	Hardwire	H16CC20AA0A0A0A	\$9,600
Typical 208 Volt System Package					
208 – 120/208	External - optional	Hardwire	Hardwire	H16BB20AA0A0A0A	\$9,600
11 minute Battery Pack				BP096B1250	\$3,290
Maintenance Bypass Switch – Break-Before-Make				SW125BBMA	\$700
Standard Package Total					\$13,590

20kVA / 16kW

Input – Output Voltage	Battery Location – Full Load Runtime	Input Connection	Output Connection	Order Number	List Price
208 – 120/208	External - optional	Hardwire	Hardwire	H20BB20AA0A0A0A	\$10,700
240 – 120/240	External - optional	Hardwire	Hardwire	H20CC20AA0A0A0A	\$10,700
Typical 208 Volt System Package					
208 – 120/208	External - optional	Hardwire	Hardwire	H20BB20AA0A0A0A	\$10,700
11 minute Battery Pack				BP120B1250	\$3,790
Maintenance Bypass Switch – Break-Before-Make				SW125BBMA	\$700
Standard Package Total					\$15,190

Lineage UPS

The Lineage Series of UPSs deliver reliable, pure sine-wave protection ideal for network computing equipment. These highly reliable UPSs safeguard connected equipment against harmful outages, surges, sags, undervoltages and overvoltages and offer RJ11/RJ45 network/phone/fax/modem protection. Simplifies and reduces cost of service with hot-swappable batteries. Included SeeUPS2020 Plus software simplifies power management and provides automatic shutdown

120 Volt Tower Models

Capacity VA/Watts	Typical Runtime	Input Plug	Output Connection	Order Number	List Price
800VA / 550W	10 / 25 minutes	5-15P	(4) 5-15R Battery (3) 5-15R Surge	LI800	\$270
1100VA / 700W	7 / 23 minutes	5-15P	(4) 5-15R Battery (3) 5-15R Surge	LI1100	\$350
1500VA / 1000W	4 / 12 minutes	5-15P	(4) 5-15R Battery (3) 5-15R Surge	LI1500	\$400

120 Volt Rackmount or Tower Models

Capacity VA/Watts	Typical Runtime	Input Plug	Output Connection	Order Number	List Price
2200VA / 1500W	4 / 12 minutes	5-20P	(4) 5-15R (2) 5-20R	LI2200	\$600
3000VA / 2200W	5 / 15 minutes	L5-30P	(4) 5-15R, (2) 5-20R, (1) 5-30R	LI3000	\$840
NA	Replacement battery pack for LI3000			LIBP3000	\$300

Legend UPS

The Legend Series of UPSs Reliable battery backup --- available in three compact configurations to meet your home and office power conversion needs ---. Cost-effective Legend UPSs protect connected equipment against harmful outages, surges and sags and offers RJ11/RJ45 network/phone/fax/modem protection. Easy-to-read LED indicators and audible alarms provide immediate notification of power problems. Included SeeUPS2020 software simplifies power management and provides automatic shutdown

120 Volt Tower Models

Capacity VA/Watts	Typical Runtime	Input Plug	Output Connection	Order Number	List Price
425VA / 230W	2 / 9 minutes	5-15P	(6) 5-15R	SB425	\$60
825VA / 450W	4 / 14 minutes	5-15P	(6) 5-15R	SB825	\$120

120 Volt Rackmount Models

Capacity VA/Watts	Typical Runtime	Input Plug	Output Connection	Order Number	List Price
500VA / 275W	8 / 22 minutes	5-15P	(4) 5-15R	SB500R	\$170

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External Options

Communication Options

Part Number	Description	List Price
SNMP-10002	SNMP Adapter with cables for Herytage UPS	\$285
SFWR-10001	UPS Management Software for Windows for use with Herytage UPS with SNMP-10002	\$85
SFWR-10002	UPS Management Software for Unix for use with Herytage UPS with SNMP-10002	\$180
CIFK-10001	IBM AS/400 Cable for use with Herytage UPS	\$130
CIFK-10002	IBM AS/400 Cable for use with Lineage UPS	\$180
CIFK-10003	IBM iSeries Cable for use with Lineage UPS	\$180

External Maintenance Bypass Switches

Part Number	Description	UPS Output Voltage	List Price
SW040BBMA	40 Amp Break-Before-Make with AC Disconnect, Wall Mounted. Use with Herytage 2kVA - 6kVA.	Any	\$430
SW040BBMC	40 Amp Break-Before-Make with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 2kVA - 6kVA.	Any	\$440
SW040MBBA	40 Amp Make-Before-Break with AC Disconnect, Wall Mounted. Use with Herytage 2kVA - 6kVA.	120 or 120/240	\$540
SW040MBBC	40 Amp Make-Before-Break with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 2kVA - 6kVA.	120 or 120/240	\$550
SW080BBMA	80 Amp Break-Before-Make with AC Disconnect, Wall Mounted. Use with Herytage 8kVA and 10kVA.	Any	\$530
SW080BBMC	80 Amp Break-Before-Make with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 8kVA and 10kVA.	Any	\$540
SW080MBBA	80 Amp Make-Before-Break with AC Disconnect, Wall Mounted. Use with Herytage 8kVA and 10kVA.	120 or 120/240	\$630
SW080MBBC	80 Amp Make-Before-Break with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 8kVA and 10kVA.	120 or 120/240	\$640
SW125BBMA	125 Amp Break-Before-Make with AC Disconnect, Wall Mounted. Use with Herytage 16kVA and 20kVA.	Any	\$700
SW125BBMC	125 Amp Break-Before-Make with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 16kVA and 20kVA.	Any	\$710
SW125MBBA	125 Amp Make-Before-Break with AC Disconnect, Wall Mounted. Use with Herytage 16kVA and 20kVA.	120 or 120/240	\$800
SW125MBBC	125 Amp Make-Before-Break with AC Disconnect and Aux. contacts, Wall Mounted. Use with Herytage 16kVA and 20kVA.	120 or 120/240	\$810

External Battery Packs, Cabinets, and Cables

Part Number	Description	List Price
BP048A1100	Battery Pack for 2kVA - 4kVA Herytage systems. Includes battery cabinet, (4) BBAT-0065 batteries, and cables. Can be daisy chained for additional runtime.	\$975
BP048B1100	Battery Pack for 2kVA - 4kVA Herytage systems. Includes battery cabinet, (4) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$1,550
BP072B1125	Battery Pack for 6kVA system. Includes battery cabinet, (6) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$2,725
BP096A1125	Battery Pack for 8kVA system. Includes battery cabinet, (8) BBAT-0065 batteries, and cables. Can be daisy chained for additional runtime.	\$2,215
BP096B1125	Battery Pack for 8kVA system. Includes battery cabinet, (8) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$3,215
BP120A1125	Battery Pack for 10kVA system. Includes battery cabinet, (10) BBAT-0065 batteries, and cables. Can be daisy chained for additional runtime.	\$2,430
BP120B1125	Battery Pack for 10kVA system. Includes battery cabinet, (10) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$3,715
BP096B1250	Battery Pack for 16kVA system. Includes battery cabinet, (8) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$3,290
BP120B1250	Battery Pack for 20kVA system. Includes battery cabinet, (10) BBAT-10032 batteries, and cables. Can be daisy chained for additional runtime.	\$3,790
BP00000100	100A Battery Cabinet with cabinet to cabinet cables. Does not include batteries or battery interconnect cables.	\$485
BP00000125	125A Battery Cabinet with DC disconnect, precharge, and cabinet to cabinet cables. Does not include batteries or battery interconnect cables.	\$1,250
BP00000250	250A Battery Cabinet with DC disconnect, precharge, and cabinet to cabinet cables. Does not include batteries or battery interconnect cables.	\$1,325
MANC-10000	Anchor Kit for Battery Cabinet	\$300
MCAK-10004	Battery interconnect cable kit for (6) BBAT-10032 batteries with 6kVA	\$75
MCAK-10005	Battery interconnect cable kit for (8) BBAT-0065 batteries with 8kVA	\$85
MCAK-10006	Battery interconnect cable kit for (8) BBAT-10032 batteries with 8kVA	\$85
MCAK-10007	Battery interconnect cable kit for (10) BBAT-0065 batteries with 10kVA	\$100
MCAK-10008	Battery interconnect cable kit for (10) BBAT-10032 batteries with 10kVA	\$105
MCAK-10011	Battery interconnect cable kit for (8) BBAT-10032 batteries with 16kVA	\$135
MCAK-10010	Battery interconnect cable kit for (10) BBAT-10032 batteries with 20kVA	\$150
MBAC-10113	3 FT Battery Cable Extension, Anderson to Anderson for H2kVA - H4kVA	\$60
MHRS-10836	10 FT Battery Cable, Anderson to Ring Terminal for H2kVA – H4kVA	\$60
BBAT-0065	12 volt, 33 amp-hour battery	Call
BBAT-10032	UPS12-300MR, 12 volt, 300 WPC. Replaces BBAT-0103	Call
BBAT-10033	UPS12-350MR, 12 volt, 350 WPC. Replaces BBAT-0122	Call

Legacy Power Conversion Terms and Conditions

Legacy Power Conversion, Inc. ("LPC") and Customer agree that the On-Site and Max Protect Plan Coverage, Start-Up, or Preventative Maintenance, as selected on the front of this Agreement, and any other services (collectively "Service") to be provided by LPC to Customer shall be performed for the period of time designated, and any extensions, exclusively pursuant to the charges, terms and conditions set forth on both sides of this Agreement.

1. STANDARD WARRANTY The standard limited warranty offered on LPC Heritage products ("Product") covers parts and factory labor for two (2) years full and eight years pro-rated. The standard limited warranty offered on LPC Legend and Lineage products ("Product") covers parts and factory labor for three (3) years full. For details see the applicable Limited Warranty for the product. The customer is responsible for all shipping expenses. Also, under the standard warranty, if the repair is performed in the field, only repair parts are covered; all labor costs are at the Customer's expense.

2. SELECTED SERVICE DEFINITIONS:

2.1 ON-SITE PROTECT PLAN If this Plan option is selected, LPC or its authorized representative shall perform the following services: initial product start-up, standard battery replacement, service help desk support, on-site repair, next day delivery of replacement parts and batteries (some restrictions apply), battery coverage, labor, mileage, travel and shipping.

2.2 MAX PROTECT PLAN If this Plan option is selected, LPC or its authorized representative shall perform the following services: start-up, unit preventative maintenance, battery preventative maintenance, standard battery replacement. Service help desk support, on-site repair, next day delivery of replacement parts and batteries (some restrictions apply), battery coverage, labor, mileage, travel and shipping.

2.3 START-UP SERVICE If this option is selected, LPC or its authorized representative shall perform the following services, as applicable, in accordance with the procedure contained in the owner's manual: check of unit wiring, visual inspection of internal sub-assemblies and major components, check of mechanical connections, start-up of system, verification of system software parameters, calibration of unit to manufacturer's specifications, operational testing of system with customer loads and operational training with Customer. **Note:** The Customer is responsible for (i) site preparation, (ii) physical installation of the unit, (iii) installation of bypass switch, AC wiring and DC wiring between unit cabinet, battery bank and equipment to be protected and (iv) obtaining all licenses and permits. Customer shall have this work performed by a properly licensed electrician in accordance with the owner's manual, National Electrical Code and local codes.)

2.4 UNIT PREVENTATIVE MAINTENANCE SERVICE If this option is selected, LPC or its authorized representative shall perform the following services, as applicable, in accordance with LPC's Scheduled Maintenance Procedure: check unit wiring and mechanical connections, visually inspect internal sub-assemblies and major components, check fan operation, clean foreign material from unit interior, check operation of alarm circuits, verify system parameters, calibrate unit to manufacturer's specifications, verify bypass/static switch operation, perform inverter diagnostics, verify charger operation, and perform system operational test with customer loads.

2.5 BATTERY PREVENTATIVE MAINTENANCE SERVICE If this option is selected, LPC or its authorized representative shall perform the following services, as applicable, in accordance with LPC's Scheduled Maintenance Procedure: inspect battery room and ambient temperature, check battery wiring, check mechanical connections, clean dust and debris from battery tops and cabinet interior, visually inspect all batteries for cracks, leaks and corrosion, verify integrity of battery rack or cabinet, document system float voltage and charging current, document temperature and float voltage of batteries, re-torque bolt-on battery terminations, perform battery diagnostics, verify charger operation, and perform operational test of system with customer loads. **Note:** Required at least once per year to maintain sealed, valve regulated battery warranty, this inspection must be performed by qualified personnel and accurate records maintained at LPC. Load testing on the battery plant using normal UPS load equipment is required to provide functional testing to verify proper battery plant response to real-life situations.

3. ON-SITE REPAIR SERVICE If this option is included in the plan, LPC or its authorized representative shall provide labor at the designated Equipment location so as to maintain the equipment in good working order. If repair cannot be completed to restore the unit in proper working order, LPC reserves the right, in its sole discretion, to replace the unit with a like unit or one of equal value. It is the Customer's responsibility, at the Customer's expense, to provide for the unit removal or installation, as required. Services performed and materials provided, at Customer's request, which are outside the scope of the selected Plan or the designated time for such Service shall be on a flat-rate repair or time, material and transportation basis at LPC's prices in effect at the time such Service or material is provided. Provision of such Services shall be at the sole discretion of LPC and shall be subject to the availability of personnel and parts.

4. TERM AND TERMINATION The term of this Agreement is for the period specified on the front of this Agreement. Either Customer or LPC may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to payment terms.

5. RESPONSE TIME LPC or its authorized representative shall respond to requests for services in a prompt and commercially reasonable manner and endeavor to typically provide a Technician on-site within 24 Contracted Period of Maintenance (CPM) hours, provided the customer location is within one hundred (100) miles of an established service location. "Next Day Delivery" of replacement parts and batteries is generally available in metropolitan urban areas; additional time may be required for rural areas or areas that are otherwise not readily accessible.

6. HOURS OF SERVICE LPC will provide service during the Principal Period of Maintenance (PPM), which is defined as normal business hours (Monday – Friday, 8:00 AM to 5:00 PM, alternately described as "5 x 8 service") excluding holidays as observed by LPC. The Contracted Period of Maintenance (CPM) is the PPM along with any additional extended hours of coverage optionally purchased by Customer (alternately described as "7 x 24 service") and excludes all LPC observed holidays for planned maintenance activities. LPC observed holidays are as follows: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Post Thanksgiving Day, Christmas Eve Day and Christmas Day.

7. ZONES Radius from an established service location or U.S. city with a population of 100,000 or more: (1) Zone 1: Up to 100 miles; (2) Zone 2: 101 - 250 Miles; (3) Zone 3: 251 - 500 Miles.

8. PARTS Under any Plan Coverage, parts required to repair a unit will be provided by LPC and replaced on an exchange basis. All parts removed from the unit or unused become the property of LPC and must be returned to the factory within thirty (30) days of receipt of replacement parts. If removed or unused parts are not returned, the Customer shall pay the full list price of the parts. In performing Service, LPC may sometimes use parts that are factory reconditioned and equivalent to new. If LPC provides replacement parts on-site in a secured cabinet, LPC retains title to the parts and has the right to remove the parts upon termination of the Agreement, unless Customer elects to keep the parts and LPC shall invoice the Customer for these parts.

LPC may, in its sole discretion, allow the return of new or refurbished parts or product for restocking if they are returned to LPC in the same condition as originally sent, subject to a 20% restocking fee. If the parts or product have been damaged, the Customer will be invoiced for the full list price of the parts or product.

LPC may, in its sole discretion, waive the restocking or damaged item fee if a LPC employee or LPC authorized representative is at the Customer's site to perform the repairs.

9. BATTERIES Batteries and units with batteries (internal or external) sold by LPC shall carry a standard limited warranty for replacement of the defective battery without pro-rata deductions or charges to the Customer, provided Max Protect Plan Coverage remains active on the unit and batteries. Failed batteries and full string replacement, based on LPC's battery replacement policy, will be replaced at no charge during that period, unless otherwise stated on the front of this Agreement or in a specific Service Plan terms and conditions. To continue battery coverage, batteries supplied by LPC must be installed in the unit or in the accompanying battery cabinet and Max Protect Plan Coverage must remain active on the unit and any cabinet. "Proactive battery replacement" means that LPC shall ship to Customer all batteries in a unit or cabinet for replacement on the scheduled basis; "Standard battery replacement" means that LPC shall ship to Customer only the failed batteries in a unit or cabinet for replacement. "Proactive battery replacement" and "standard battery replacement" do not include labor for installation of batteries on site; such labor, if included, must be expressly stated elsewhere, e.g. "on-site repair".

If batteries not purchased from LPC are installed in the unit or accompanying battery cabinet, then any battery related service calls shall not be covered under the scope of work in this Agreement and shall be subject to LPC's then applicable charges for labor, materials (including batteries) and transportation.

10. SITE PREPARATION Customer shall, at its expense, prepare and maintain the equipment site in accordance with the manufacturer's published specifications for operating environments. Customer also agrees to permit prompt and reasonable access to equipment and to provide reasonable assistance and facilities so as to expedite the performance of Services. LPC may charge for additional labor charges to the extent delays are caused by Customer's security requirements, site rules or failure to provide access.

11. PERSONNEL The Services shall be performed, at LPC's option, by either a LPC employee or LPC authorized representative.

12. CANCELLATION LPC may, in its sole discretion, allow cancellation of Service Agreements at any time, upon payment of the full list price for the Services performed and materials provided, plus a cancellation fee based on the price of the Agreement. Any cancellation must be approved in writing by LPC with full payment by Customer of charges. LPC may, at any time, exercise its right to cancel any contract at the discretion of LPC, either in full or partial by refunding the purchase price for the affected contract or unit.

13. LIMITED WARRANTY This limited Warranty applies to all Service rendered by LPC. LPC warrants that the Service shall be performed properly and/or any parts supplied by LPC under this Agreement shall be free from defects in materials and workmanship under normal use during the designated warranty period or for ninety (90) days if none is designated. This warranty, however, extends only to the Customer. It cannot be transferred to anyone who subsequently purchases the product from the Customer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, LPC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LPC EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

LPC IS NOT LIABLE FOR ANY DAMAGES CAUSED BY (I) THE PRODUCT OR PARTS USED BY IT OR THE SERVICES RENDERED BY IT OR (II) THE FAILURE OF THE PRODUCT OR PARTS TO PERFORM OR (III) THE FAILURE OF ANY SERVICES RENDERED TO HAVE BEEN PROPERLY RENDERED, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF THE CUSTOMER HAS ADVISED LPC, OR ITS REPRESENTATIVE, OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS CONTAINED HEREIN MAY NOT BE WAIVED OR ALTERED BY ANY PERSON.

FURTHERMORE, THE CUSTOMER'S ONLY REMEDY IS TO HAVE LPC REPLACE ANY PARTS OR REDO THE SERVICES RENDERED, IF LPC IS UNABLE TO REPAIR OR REPLACE THE PRODUCT OR PARTS OR CORRECT THE SERVICES TO CONFORM TO THIS WARRANTY AFTER A REASONABLE NUMBER OF ATTEMPTS. THEN LPC WILL REFUND THE CHARGE FOR THAT DEFICIENT SERVICE. REMEDIES UNDER THIS AGREEMENT ARE EXPRESSLY LIMITED TO THOSE SPECIFIED ABOVE.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states, if the product covered by this Agreement should be deemed a consumer product, the exclusions or limitations of this Limited Warranty may not apply to Customer. This limited Warranty gives Customer specific legal rights. However, Customer may also have other rights that may vary from state to state. Customer is advised to consult applicable laws to ascertain the full extent of its rights.

14. NON-COVERED REPAIR The charges for making any repairs, performing any work or providing any parts not covered by this Agreement (a "Non-Covered Repair") shall be invoiced to the Customer at LPC's standard rates and are payable directly to LPC. A Non-Covered Repair includes, but is not limited to, services performed outside the times specified in the Plan (at the request of the Customer), the repairs or replacements (including all parts and labor) required because of damage or unreasonable use, damage from road hazards, accident, fire, flood, lightning or other casualty, misuse, negligence, incorrect wiring, high temperature, dirty, dusty, hazardous or caustic environments, and any use or installation not in conformity with instructions furnished, as well as any repairs or replacements needed because of unauthorized modifications to the equipment or related software or the use of parts not authorized or supplied by LPC. If the Customer engages in any of these activities or any of these events occur, LPC shall be relieved of the remainder of its obligations under the Agreement.

15. GOVERNING LAW The terms of this Agreement shall be governed by the laws of the State of Wisconsin exclusive of conflicts of laws rules.

16. LIMITATION OF LIABILITY AND CLAIMS Liability of LPC for any claim of any kind, including claims for negligence or other torts, or for any loss or damage, arising out of, or connected with, or resulting from, any order accepted by Customer or from the manufacture, sale, delivery, resale, repair or use of any products or Services covered by, or furnished under, such an order, shall in no case exceed the price allocable to the product or Service or part thereof that gives rise to claim. In no event shall LPC be liable for special, incidental, consequential or exemplary damages.

The fulfillment of any obligation by LPC is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of material, site conditions, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of LPC, whether similar to, or different from, the causes listed above, whether affecting LPC or LPC's supplier or contractor, and any such causes shall absolve LPC from any liability to Customer.

If this Agreement covers equipment used for or related to any safety, security or other critical equipment, Customer understands that LPC is not an insurer regarding those Services. In other words, LPC Services on such equipment are not intended to make LPC responsible for damage or loss that may result from safety, security or other critical equipment that fails to perform properly. LPC is not responsible for any injury, loss, or damage caused by or to equipment not specifically covered by this Agreement.

17. EXCLUSIONS In no event shall LPC have any obligation to identify, correct, abate, cleanup, control or remove any defective premises electrical equipment or wiring, code or permit violations, any defect in the premises of the Equipment Location, or any toxic or hazardous material in Customer's premises.

18. MISCELLANEOUS This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement with respect to the Service to be furnished under this Agreement. This Agreement contains all the agreements and conditions under which the Service is to be performed, and no agreement or other understanding in any way modifying the conditions hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by an authorized representative of the Customer and LPC. Customer agrees that any purchase order or other written authorization ("Order") issued by it will only establish payment authority for its internal accounting purposes. This Agreement may be accepted by Customer signing and returning the Agreement or by issuing an Order. Any such Order shall be considered an acceptance of this Agreement and will not be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. Any conflicting term or condition in such Order will have no force or effect on this Agreement.

PAYMENT TERMS: For U.S. and Canadian customers, payment terms shall be either net 30 for pre-approved customers, cash in advance, cash on delivery (COD), or credit card.

As an incentive for customers to pay cash in advance (check or money order), Legacy Power Conversion offers a discount of two percent (2%). Cash discounts apply only if full payment less 2% is submitted with an order. Partial advance payments, COD, and credit card payments do not qualify for any portion of the cash discount. Acceptance of check payment for cash in advance is subject to credit approval or clearance of check.

COD charges (fees charged by the freight carriers for collecting the amount due) shall be in addition to the cost of freight and are paid to carrier at time of delivery.