

Eaton 5PX G2 1440VA 1440W 120V Line-Interactive UPS - 8 NEMA 5-15R Outlets, Cybersecure Network Card Included, Extended Run, 2U Rack/Tower

MODEL NUMBER: 5PX1500RTNG2











Provides complete battery backup and power protection for servers, switches, data storage and other critical networking equipment.

Features

1.4kVA/1.4kW/120V Battery Backup for Distributed IT, Telecom or Enterprise Deployments
This 5PX G2 rack-mount line-interactive UPS system provides reliable battery backup and AC power protection against blackouts, brownouts, surges and line noise that can damage your valuable IT equipment or destroy data. The 5PX1500RTNG2 is ideal power management for small business, education, retail, financial or healthcare networking components, including servers, VoIP phones, data storage and PoE switches. Unity power factor ensures the most watts possible at each power rating, so you can connect more equipment.

Reliable, Expandable Battery Backup Keeps You Operational Through Power Outages

The field-replaceable, hot-swappable internal battery modules allow you to work through short power failures and give you enough time to safely save files and shut down your system in case of a prolonged blackout. Exclusive ABM technology increases battery life by 50 percent and closely monitors battery health to provide advanced notice when batteries need replacing. You can also connect up to four external battery modules (5PXEBM48RTG2, sold separately) for hours of extended runtime.

Included Gigabit Network Interface Offers 24/7 Remote Access

The NETWORK-M2 network card enables full remote configuration and management, including load shedding, reboots of connected equipment and safe shutdowns. UPS firmware can also be flashed remotely through the NETWORK-M2 without dropping the load, so you don't have to plan for downtime. The card meets both UL 2900-1 and IEC 62443-4-2 standards for cybersecurity, which were developed to address the vulnerability of connected devices to known malware/exploits and to protect business from these risks. An optional Environmental Monitoring Probe Gen 2 (EMPDT1H1C2, sold separately) provides a variety of environmental monitoring capabilities, including temperature and humidity conditions.

NEMA 5-15R Outlets Protect Your Connected Components

Eight managed 5-15R outlets provide connected equipment with pure sine wave AC output and allow you to monitor power consumption down to the outlet group level. Power provided by these outlets is filtered to protect connected equipment against damaging surges and line noise. Four outlets are grouped into two load banks that let you shed non-critical loads to extend runtime for critical loads.

ENERGY STAR-Certified to Help You Save Money and Protect the Environment

Highlights

- Protects equipment against blackouts, brownouts, transient surges and line noise
- Keeps equipment running during outages to allow time for file saves and safe shutdown
- Unity power factor ensures maximum power possible at each power rating
- ENERGY STAR 2.0-certified to save electricity, lower costs and protect the environment
- Included Gigabit network card enables full remote access and management 24/7

Package Includes

- 1440VA 1440W 120V 5PX G2 Line-Interactive UPS with 8 Outlets
- NETWORK-M2 Gigabit network card
- USB cable
- RS-232 cable
- Rack-mounting hardware
- Tower support stands
- Safety guide
- Quick Start Guide



By meeting strict U.S. Department of Energy requirements, this ENERGY STAR 2.0 UPS system provides high operational efficiency to signal a reduction in BTU emissions, save on utility and cooling costs and help protect the environment.

Rotating LCD Interface and LED Status Bar Keep You Informed at a Glance

The high-contrast front-panel LCD provides detailed alarms and notifications to help diagnose any issues. The LED bar shows UPS status: a blue light means all is well, a blinking blue light means your attention is needed, and a red light indicates a critical issue that demands immediate action. The interface rotates to accommodate both rack-mount and tower configurations.

Advanced Communications Ports Allow for Automatic Saves and Shutdowns

RS-232 and USB ports connect to a serial-enabled device for a variety of communication options (cables are included). A dry-contact relay port can be programmed through the LCD to provide reliable communications to automation and industrial components. The RPO/ROO port permits emergency shutdown or remote restart of all connected equipment.

Versatile Installation Options

You can mount the 5PX1500RTNG2 in just 2U of space in an EIA-standard 19-inch rack using the included 4-post rail kit or an optional 2-post rail kit (103007018-5591, sold separately). At just 17.6 inches deep, the UPS mounts in short-depth racks and other compact spaces. You can also adapt it for tower installation using the included support stands. A ship-in-rack option enables integration into packaged deployments for simplified set up. The 10-foot power cord with NEMA 5-15P plug connects to a compatible AC outlet.

Specifications

OVERVIEW	
UPC Code	743172105684
UPS Type	Line-Interactive
INPUT	
Nominal Input Voltage(s) Supported	120V AC
UPS Input Connection Type	5-15P
UPS Input Cord Length (ft.)	10
UPS Input Cord Length (m)	3.1
ОИТРИТ	
Output Capacity (VA)	1440
Output Capacity (kVA)	1.44
Output Capacity (Watts)	1440
Output Capacity (kW)	1.44
Frequency Compatibility	50 / 60 Hz
Output AC Waveform (Battery Mode)	Pure Sine wave
Nominal Output Voltage(s) Supported	100V; 110V; 120V; 125V
Output Receptacles	(8) 5-15R



Individually Controllable Load Banks	Yes
BATTERY	Value Daniel and Arid (VDLA)
Battery Type	Valve Regulated Lead Acid (VRLA)
Runtime Full Load (min.)	5 min. (1440W)
Runtime Half Load (min.)	15 min. (720W)
Expandable Runtime	Yes
Internal UPS Replacement Battery Cartridge	744-A4801
USER INTERFACE, ALERTS & CON	TROLS
Front Panel LCD Display	LCD graphical display
LED Indicators	3 status-indicating LEDs (normal, battery mode, alarm); LED light bar (blue = nominal, blinking blue = warning, red = alarm)
PHYSICAL	
Primary Form Factor	Rackmount; Tower
Rack Height	2U
Installation Form Factors Supported with Included Accessories	4 post 19 inch rackmount; Tower
Minimum Required Rack Depth (cm)	53.34
Minimum Required Rack Depth (inches)	21
Unit Dimensions (hwd / in.)	3.400 x 17.200 x 17.600
Unit Weight (lbs.)	50.700
Unit Weight (kg)	23.00
ENVIRONMENTAL	
Operating Temperature Range	32° to 104°F (0° to 40°C)
Relative Humidity	20 to 90%, non-condensing
AC Mode Efficiency Rating (100% Load)	0.98
COMMUNICATIONS	
Network Management Cards	NETWORK-M2
Network Management Card Description	Network Card Pre-installed
Communications Interface	DB9 Serial; USB (HID enabled); Pre-installed network card
FEATURES & SPECIFICATIONS	
High Availability UPS Features	Automatic Voltage Regulation (AVR); Surge/noise protection



APPLICATIONS	
UPS Applications	High-End Desktop/Small Network
STANDARDS & COMPLIANCE	
Product Certifications	cUL Listed; UL Listed; NOM (Mexico); IEC/EN 62040
Product Compliance	CE (Europe); REACH; RoHS; ENERGY STAR Qualified
WARRANTY & SUPPORT	
Product Warranty Period (U.S. & Canada)	3-year limited warranty
Extended Service Plans	ADVANCED DEPOT EXCHANGEService Part Number: 5SW5Y-1400UCExpedited parts coverage for 5 yearsParts, electronics and UPS batteries coverageNext business day shippingTechnical supportON-SITE 24X7, NEXT DAY RESPONSE (US ONLY)2 YEAR UPGRADE: WFLN72XX-2509UCOn-site expedited parts and labor coverage for first 2 yearsParts, electronics and UPS batteries coverageEaton on-site labor coverage24x7 coverage, next day responseNext day shippingTechnical support3 YEAR FLEX PLAN: FLN73XXX-2509UCOn-site parts and labor coverage for years 3 to 5Parts, electronics and UPS batteries coverage24x7 on-site labor coverage, next day responseNext day shippingTechnical support

1000 Eaton Boulevard Cleveland, OH 44122 United States https://tripplite.eaton.com © 2024 Eaton. All Rights Reserved.

Eaton is a registered trademark. All other trademarks are the property of their respective owners.

Detail Bill of Material

Project Name: Guarantee Rate Field - Elara General Order No:

Negotiation No: Alternate No: age I OI I

0002

Item No. Qty Pro

Product 93PM UPS 100kW

☑REVIEWED AS SUBMITTED
☐REVISE AND RESUBMIT
☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the

ELARA ENGINEERING

work of all trades involved in the project.

30 N. Wolf Road, Hillside, IL 60162

BY: BHUPENDRA TAILOR DATE: 11/20/24

Description

- 480V ir
- 480V out (3 wire) System Voltage
- 100kW Rated
- 100kW Frame Capacity
- Standard 97% Efficiency
- Firmware expandable to 100kW
- 3 C/B Sidecar Maintenance Bypass Cabinet
- Includes Power Xpert Gateway Card, Industrial Relay Card, and EMP
- <u>Estimated Battery Runtime 8.8 minutes at 100kW</u>
 load at 77 degrees F
- Includes 7x24 Startup, and 1 year on-site parts and labor coverage
- Power Quality Terms and Conditions apply
- PredictPulse Wireless remote monitoring installed during startup, includes 24x7 alarm monitoring, dispatch, reporting, real-time access to health data, LTE cellular modem/router hardware, AT&T Wireless data plan and activation, Only available for purchases after January 1st 2022, SOW R-32 applies

Catalog No 9PG10D0009H20R2

Catalog No Qty List of Materials

9PG10D0009H20R2 1 Catalog # 9PG10D0009H20R2 93PM UPS 480V in, 480V out (3 wire)

100kW UPS Frame

Dimensions: 30"W x 42"D x 74"H, Weight: 1107 lbs

9PZTBBE28010000 1 Catalog # 9PZTBBE28010000 93PM IBC-LW Battery Cabinet, 1/1

Cabinets/Strings

Dimensions: 34.2"W x 42"D x 74"H, Weight: 3308 lbs

P-103004440 1 93PM 480V PREDICTPULSE WIRELESS KIT CTD93PM 1 Catalog # CTD93PM 93PM Certified Test Data

FREIGHT-PQD 1 Standard Ground Shipping to IL FREIGHT-PQD 1 FOB Destination (net price)

Total Quote Budgetary Price

\$76,008.29

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Alois Kuril 11/21/2024 5:34 PM



Detail Bill of Material

Project Name: Guarantee Rate Field - Elara **General Order No:**

Negotiation No: **Alternate No:**

0003

Item No.

Qtv 2

Product 93PM UPS 60kW Description

- 480V out (3 wire) System Voltage
- 60kW Rated
- 100kW Frame Capacity
- Standard 97% Efficiency
- Firmware expandable to 100kW
- 3 C/B Sidecar Maintenance Bypass Cabinet
- Includes Power Xpert Gateway Card, Industrial Relay Card. and EMP
- Estimated Battery Runtime 12.8 minutes at 60kW load at 77 degrees F
- Includes 7x24 Startup, and 1 year on-site parts and labor coverage
- Power Quality Terms and Conditions apply
- PredictPulse Wireless remote monitoring installed during startup, includes 24x7 alarm monitoring, dispatch, reporting, real-time access to health data, LTE cellular modem/router hardware, AT&T Wireless data plan and activation, Only available for purchases after January 1st 2022, SOW R-32 applies

⊠REVIEWED AS SUBMITTED

☐REVISE AND RESUBMIT ☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.

ELARA ENGINEERING

30 N. Wolf Road, Hillside, IL 60162

BY: BHUPENDRA TAILOR

DATE: 11/20/24

Catalog No 9PG06D0009H20R2

Catalog No Qty **List of Materials**

9PG06D0009H20R2 Catalog # 9PG06D0009H20R2 93PM UPS 480V in, 480V out (3 wire)

100kW UPS Frame

Dimensions: 30"W x 42"D x 74"H, Weight: 1107 lbs

9PZTBAE28010000 Catalog # 9PZTBAE28010000 93PM IBC-LW Battery Cabinet, 1/1

Cabinets/Strings

Dimensions: 34.2"W x 42"D x 74"H, Weight: 3054 lbs

P-103004440 93PM 480V PREDICTPULSE WIRELESS KIT CTD93PM 1 Catalog # CTD93PM 93PM Certified Test Data

FREIGHT-PQD Standard Ground Shipping to IL 1 FREIGHT-PQD FOB Destination (net price)

Total Quote Budgetary Price

\$134,425.86

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Alois Kuril 11/21/2024 5:35 PM

General Information: 93PM UPS 20-200kW

93PM System Specifications

System Voltage: 480V in, 480V out (3 wire) UPS Frame Capacity: 50kW Quantity of 50kW Power Modules: 1 UPS kW Rating: 50

Internal Redundant Configuration: No Internal Battery Configuration: 5 Internal Strings of Batteries

Input Feed: Single Feed ESS Included: N

Communication: Industrial Gateway Card, Industrial Accessories:

Relay Card, and EMP

Side Car: 3 Breaker MBS, Right Mount Side Car Breaker Rating: 35kAIC MBS w/ Aux contact

Exhaust Configuration: Top Air Exhaust Internal Estimated Runtime: 9.5 minutes UPS Dimensions (H" x W" x D"): 74 x 30 x 42 UPS Weight (lbs): 2168

UPS System Dimensions

Combined Matching System Dimensions (H" \times W" \times D", excluding non- 74 \times 30 \times 42 matching panels):

UPS Accessories

Floor Stand: None Chimney: None

☑REVIEWED AS SUBMITTED
☐REVISE AND RESUBMIT
☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.

Sidecar Bypass Cabinet

ELARA ENGINEERING

30 N. Wolf Road, Hillside, IL 60162

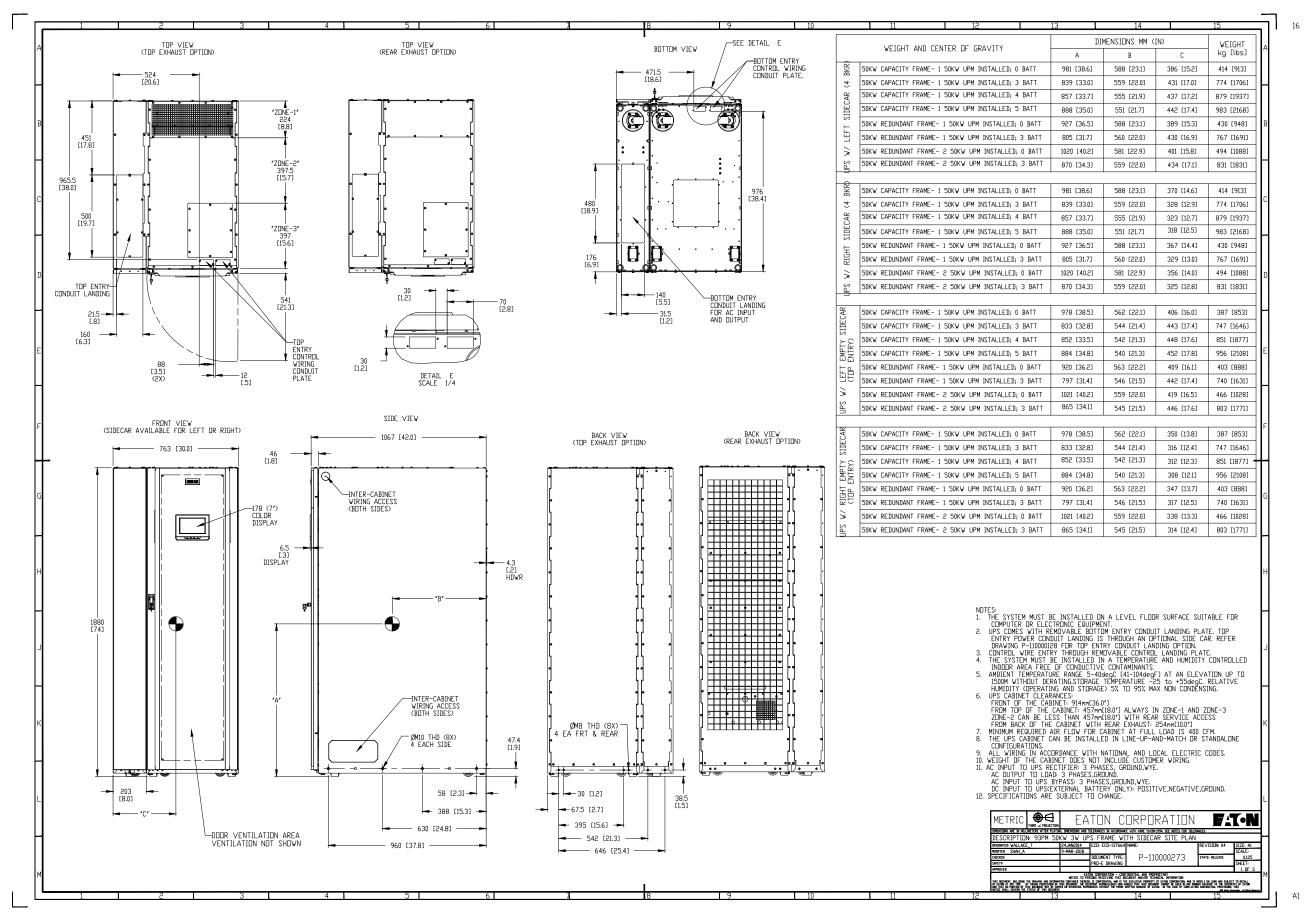
BY: BHUPENDRA TAILOR DATE: 11/27/24

The information on this document is	PREPARED BY	DATE					
created by Eaton Corporation. It is disclosed in confidence and it is only to	ALOIS KURIL	9/16/2024	Eaton				
be used for the purpose in which it is	APPROVED BY DATE		JOB NAME Guarantee Rate Field - Elara				
supplied.			DESIGNATION				
	VER	SION	TYPE	DRAWING TYPE			
	10.0	0.0.1	93PM UPS 20-200kW	Customer Appr.			
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET		
CG340916X4K1-0001	0	Α			1 of 2		

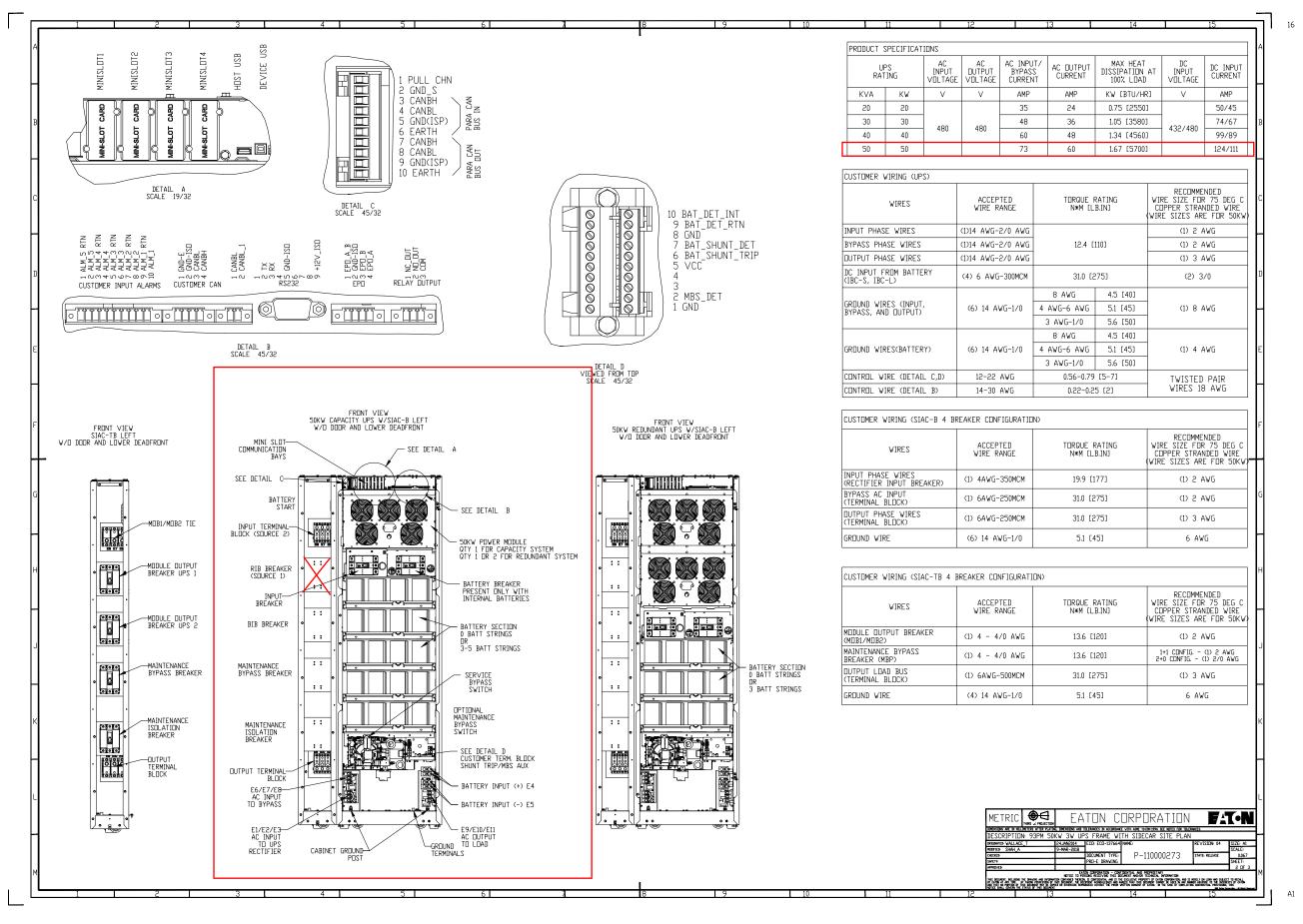


Structure	1					
Ship-Inches						
Ship-MM						
Width-Inches	30.00					
Width-MM	762					
Depth-Inches	42.00					
Depth-MM	1066					
Height-Inches	74.00					
Height-MM	1879					
Weight-Lbs	2168.00					
Weight-Kg	983.22					

The information on this document is	PREPARED BY	DATE					
created by Eaton Corporation. It is disclosed in confidence and it is only to	ALOIS KURIL	9/16/2024	Eaton				
	APPROVED BY DATE J		JOB NAME Guarar				
supplied.			DESIGNATION				
	VERSION T		TYPE	DRAWING TYPE			
	10.0.0.1		93PM UPS 20-200kW	Customer Appr.	Customer Appr.		
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET		
CG340916X4K1-0001	0	A			2 of 2		

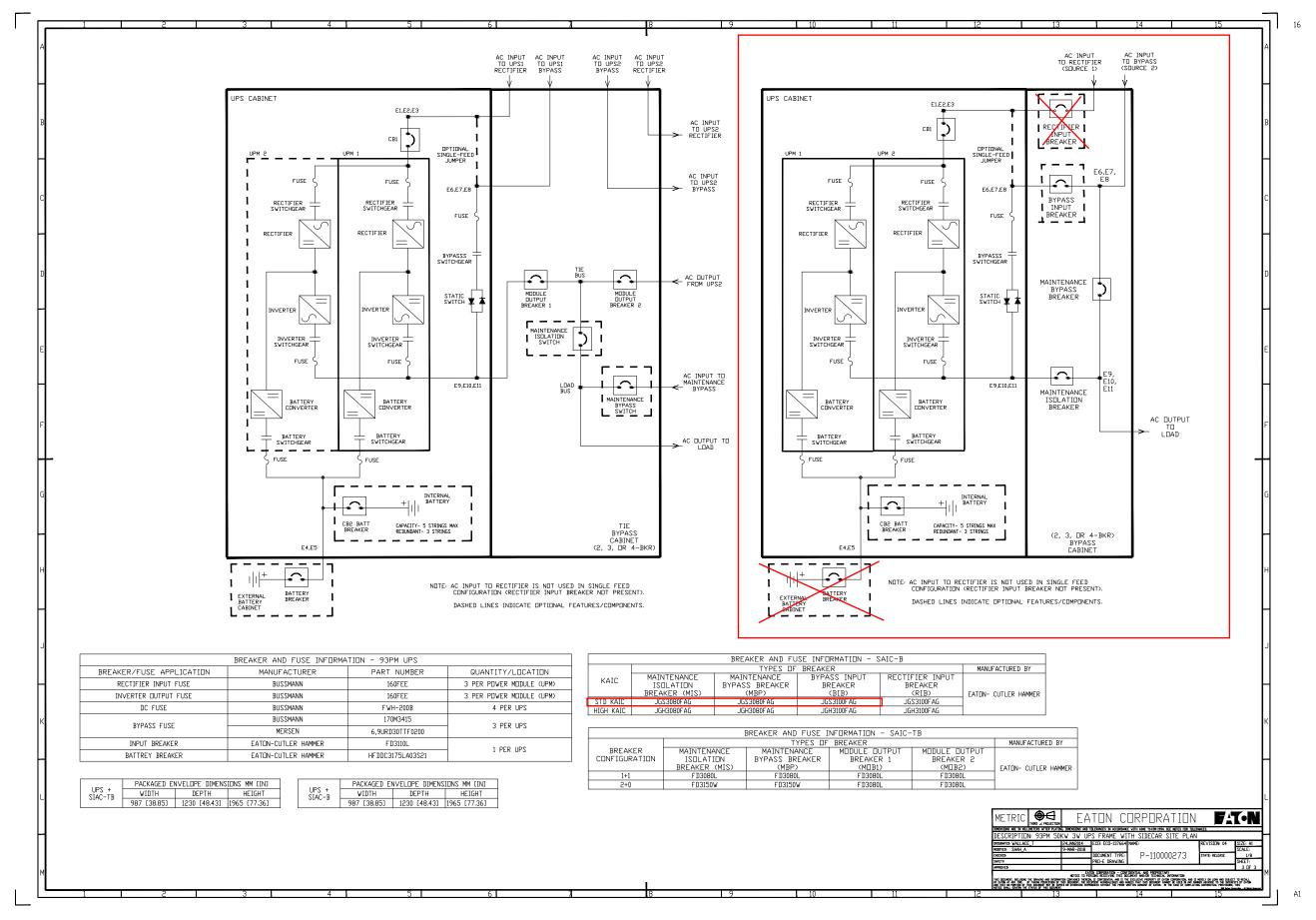


GO/NEG-Alt-Date: CG340916X4K1-0001-9/16/2024		Job Name: Guarantee Rate Field - Elara				
Item Number:	Catalog Number: 9PA05D6009H20R2	Designation:				



GO/NEG-Alt-Date: CG340916X4K1	-0001-9/16/2024	Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PA05D6009H20R2	Designation:

Page: 3



GO/NEG-Alt-Date: CG340916X4K1-0	/NEG-Alt-Date: CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PA05D6009H20R2	Designation:	

Eaton 12V 34W Battery



Features

- Designed for high power density applications
- Small volume, lightweight and high discharge efficiency
- Can be used for more than 260 cycles at 100% discharge in cycle service
- UL-recognized components under UL924 and certified by ISO 9001 and ISO 14001
- Exclusive two-year battery parts coverage and one-year battery labor coverage

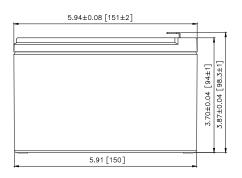
CONSTANT POWER DISCHARGE CHARACTERISTICS: WATTS/CELL (77°F, 25°C)

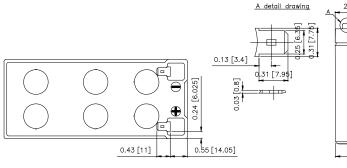
End point volts/cell	2 min	4 min	6 min	8 min	10 min	15 min	20 min	30 min	60 min	90 min
1.85V	68	57	47	41	36	29	23	17	10	7
1.80V	76	61	51	44	40	32	25	18	10	8
1.75V	84	66	54	47	42	33	25	18	11	8
1.70V	92	70	57	49	43	34	26	19	11	8
1.67V	97	73	59	50	44	34	26	19	11	8
1.60V	107	78	63	51	44	34	27	19	11	8

All mentioned values are average values per battery per cell.

 $Tolerance: X < 6 \min (+15\% \sim -15\%), \ 6 \min X < 10 \min (+12\% \sim -12\%), \ 10 \min X < 60 \min (+8\% \sim -8\%), \ X \ 60 \min (+5\% \sim -5\%)$

DIMENSIONS [H x W x D, in (mm)]





2.52 [64]



Technical specifications

6
12
34W @ 15-minute rate to 1.67V per cell @ 77°F (25°C)
Approximately 5.64 lb (2.56 kg)
130A (5 sec)
Approximately 17 m Ω
Discharge: 5°F~122°F (-15°C~50°C) Charge: 5°F~104°F (-15°C~40°C) Storage: 5°F~104°F (-15°C~40°C)
77°F ± 5°F (25°C ± 3°C)
13.5 to 13.8 Vdc/unit Average at 77°F (25°C)
3.4A
14.4 to 15.0 Vdc/unit Average at 77°F (25°C)
Batteries can be stored for six months at 77°F (25°C). Please charge batteries before using. For higher temperatures the time interval will be shorter. Voltage test prior to battery installation is recommended.
F2- Faston Tab 250
ABS UL94-HB/File E50263 Flammability resistance of UL94-V0/File E88637 is available upon request.







UNITED STATES 8609 Six Forks Road Raleigh, NC 27615 U.S.A. Toll Free: 1.800.356.5794 or 919.872.3020

www.powerware.com/batteries

CANADA Ontario: 416.798.0112 Toll free: 1.800.461.9166

LATIN AMERICA Argentina: 54.11.4124.4000 Brazil: 55.11.3616.8500 México: 52.55.9000.5252 Portugal: 55.11.3616.8500 EUROPE/MIDDLE EAST/AFRICA Denmark: 45.3686.7910 Finland: 358.94.52.661 France: 33.1.6012.7400 Germany: 49.0.7841.604.0 Italy: 39.02.66.04.05.40 Norway: 47.23.03.65.50 Sweden: 46.8.598.940.00 United Kingdom: 44.1753.608.700



PowerChain Management®

ASIA PACIFIC Australia: 61.2.9693.9366 New Zealand: 64.0.3.343.3314 China: 86.21.6361.5599 HK/Korea/Taiwan: 852.2745.6682 India: 91.11.2649.9414 to 18 Singapore/SEA: 65.6825.1668

Eaton, Powerware and PowerChain Management are trade names, trademarks, and/or service marks of Eaton Corporation or its subsidiaries and affiliates. All other trademarks are the property of their respective owners.

© 2008 Eaton Corporation All Rights Reserved Printed in USA BAT07FXA October 2008



Physical properties of Eaton batteries

Battery type	93PML Internal	93PM Internal	E12	E20	E28	E33	E39	E54	E57	E65
Eaton listed part numbers:	HR1227W	PWHR1234W2FR	PWHR12120W3FR	PWHR12200W4FR	PWHR12280W4FR	PWHR12330W4FR	PWHR12390W4FR	PWHR12540W4FR	PWXP502W4FR	PWXP651W4FR
Internal part numbers:	58700033	58700036-001	153302078-002	153302090-002	153302086-002	153302088-002	153302085-002	P-153700004-002	P-153000034-002	P-153000036-002
Electrolyte (gal / battery)	0.070	0.099	0.368	0.821	1.086	1.463	1.520	2.058	1.515	1.975
H2SO4 Weight (lb / cell)	0.057	0.073	0.296	0.438	0.579	0.816	0.849	1.149	0.807	1.052
Lead (lb / cell)	0.516	0.722	2.532	4.439	6.851	7.433	8.526	11.301	9.932	12.980
Battery weight (lbs)	4.41	5.95	22.49	38.14	56.88	65.26	72.75	96.78	81.35	105.60
Connection	0.250 inch (6.35 mm) tab	0.250 inch (6.35 mm) tab	M5	M6	M6	M6	M6	M6	M6	M6
Tightening torque (max)	N/A	N/A	26.4 lb in	44.9 lb in	44.9 lb in	44.9 lb in	44.9 lb in	44.9 lb in	44.9 lb in	44.9 lb in
15 min rate AH 5 min rate AH		4.66 3.48	16.75 10.30	29.50 18.17	38.75 23.58	48.9 30.77	57.45 34.68	73.50 40.01	65.99 42.70	88.75 50.00
kWH / 12v jar 15 min rate 5 min rate		.06 .04	.20 .12	.35 .22	.47 .28	.59 .37	.69 .42	.88 .48	.79 .51	1.07 .60
Gassing rate (cm3/hour) 2.3 V/cell, 99% recombination efficiency	0.1274825	0.1605335	0.5665887	0.9443145	1.3220403	1.8886290	1.8414133	2.5496492	2.0774919	2.8329435
	· ·	<u> </u>		-						

NOTE:

The rate used is up to AHJ's discretion



For additional information on Eaton's private-labeled batteries, contact Battery Service Sales Support at: **800.843.9433** or **Eaton.com/UPSbatteries**

^{1.} It is recommended to keep the ambient air temperature the battery is used in at 25°C (77°F) for optimal battery life and discharge performance.

^{2.} If the Whr ratings above are going to be used to satisfy the requirements of the International Fire Code (IFC), a request must be submitted to Eaton for application specific calculations.

^{*}Rates are at 1.67 end voltage



Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

<u>Covered ancillary device types</u> (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version

 Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP Maintenance Bypass Panel
- IAC Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS Static Transfer Switch device (e.g., Cyberex Switch)
- PDU Power Distribution Unit

Scope of Work Attachment R-10 Revision 1/15 Page 1 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
9PA05D6009H20R2		



- PDR Power Distribution Rack
- RPP Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS Automatic or Manual Transfer Switch
- TVSS Transient Voltage Surge Suppressor
- PFC Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

Eaton is a trade name, trademark and/or service mark of Eaton Corporation or its subsidiaries and affiliates.

Scope of Work Attachment R-10 Revision 1/15 Page 2 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PA05D6009H20R2	



EATON CORPORATION UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

- 1. **DEFINITIONS**: The terms listed below shall have the following meanings:
 - "Battery" is the electric storage portion of a UPS.
 - "Covered Equipment" is the equipment as listed on the quote.
 - "CPM" is the Contracted Period of Maintenance or Hours of Service.
 - "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
 - "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
 - "PCS" is Pre-Contract Survey inspection.
 - "Power Module" is the electronic portion of a UPS or other power quality device.
 - "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
 - "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
 - "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.
- 2. <u>ELIGIBILITY</u>: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.
- 3. <u>HOURS OF SERVICE</u>: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.
- 4. <u>ON-SITE RESPONSE TIME</u>: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.
- **5. <u>LABOR AND MATERIAL RATES</u>**: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.
- **6. <u>ENGINEERING CHANGES</u>**: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an asavailable, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

- A. Communication and Scheduling Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.
- B. Movement If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractors option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.
- C. Escort During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.
- D. Access Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and

Terms and Conditions (T-0) Rev. 12/16/19 Page 1 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PA05D6009H20R2	



Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

- 8. <u>TERM AND TERMINATION</u>: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16
- 9. <u>BATTERIES AND DROP SHIP ITEMS</u>: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

- 10. <u>END OF SERVICE LIFE ("EOSL")</u>: Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.
- 11. <u>INSURANCE</u>: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.
- 12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor: Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.
- 13. <u>ASSIGNMENT</u>: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.
- 14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,

Terms and Conditions (T-0) Rev. 12/16/19 Page 2 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PA05D6009H20R2	



regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

- 15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.
- 16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multivear contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.
- 17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.
- **18.** <u>PARTS</u>: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.
- 19. <u>FORCE MAJEURE</u>: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
- 20. <u>CHOICE OF LAW:</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.
- 21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

Eaton is a trademark of Eaton Corporation.

Terms and Conditions (T-0) Rev. 12/16/19 Page 3 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PA05D6009H20R2	

Selling Policy 25-000 Addendum

Effective Date: March 18, 2021 Page 1 of 1



Critical Power and Digital Infrastructure Division Addendum To

Domestic U.S.A. General Terms and Conditions of Sale for **Distribution and Control Products and Services**

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale. In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This Addendum applies to Eaton's Critical Power and Digital Infrastructure Division (CPDI) product offerings.

This addendum does not apply to Uninterruptible Power Supply preventative maintenance services, refer to Eaton's UPS Services Terms and Conditions (T-0).

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge per Product type. Buyer may final-inspect Products at the Seller's factory for an additional charge per Product type. Pricing will be provided at the time of quotation.

Warranty for Products. Unless provided separately to Buyer, Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation, or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Limitation on Warranties for Products. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FORWARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Eaton Corporation. 8609 Six Forks Road, Raleigh, NC 27615, USA Eaton.com

© 2022 Eaton Corporation. All Rights Reserved. Printed in USA.

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0001-9/16/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PA05D6009H20R2	

General Information: 93PM UPS 20-200kW

93PM System Specifications

100kW System Voltage: 480V in, 480V out (3 wire) **UPS Frame Capacity:** Quantity of 50kW Power Modules: 2 UPS kW Rating: 100 Internal Redundant Configuration: No Internal Battery Configuration: None Input Feed: Single Feed ESS Included: No Sidecar Bypass Cabinet

Communication: Industrial Gateway Card, Industrial Accessories:

Relay Card, and EMP

3 Breaker MBS, Right Mount Side Car Breaker Rating:

Exhaust Configuration: Top Air Exhaust Internal Estimated Runtime: None UPS Dimensions (H" x W" x D"): 74 x 30 x 42 UPS Weight (lbs): 1107

UPS System Dimensions

Side Car:

Combined Matching System Dimensions (H" x W" x D", excluding non- 74 x 64.2 x 42 matching panels):

93PM Battery Cabinet

Battery Cabinet: IBC-LW

DC Voltage: Battery Cabinet Weight (lbs): 3308 480

Battery Cabinet Width (in): 34.2 74" H x 42" D

kW for Runtime Calculation: 100 Estimated Runtime (min) at 77 8.8

degrees F:

of Cabinets/Strings: 1/1 Battery Manufacturer: Eaton

OSHPD Rated: Battery Installation: Line and Match No

UPS Accessories

Floor Stand: None Chimney: None

▼REVIEWED AS SUBMITTED

☐REVISE AND RESUBMIT

☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.

35kAIC MBS w/ Aux contact

ELARA ENGINEERING

30 N. Wolf Road, Hillside, IL 60162

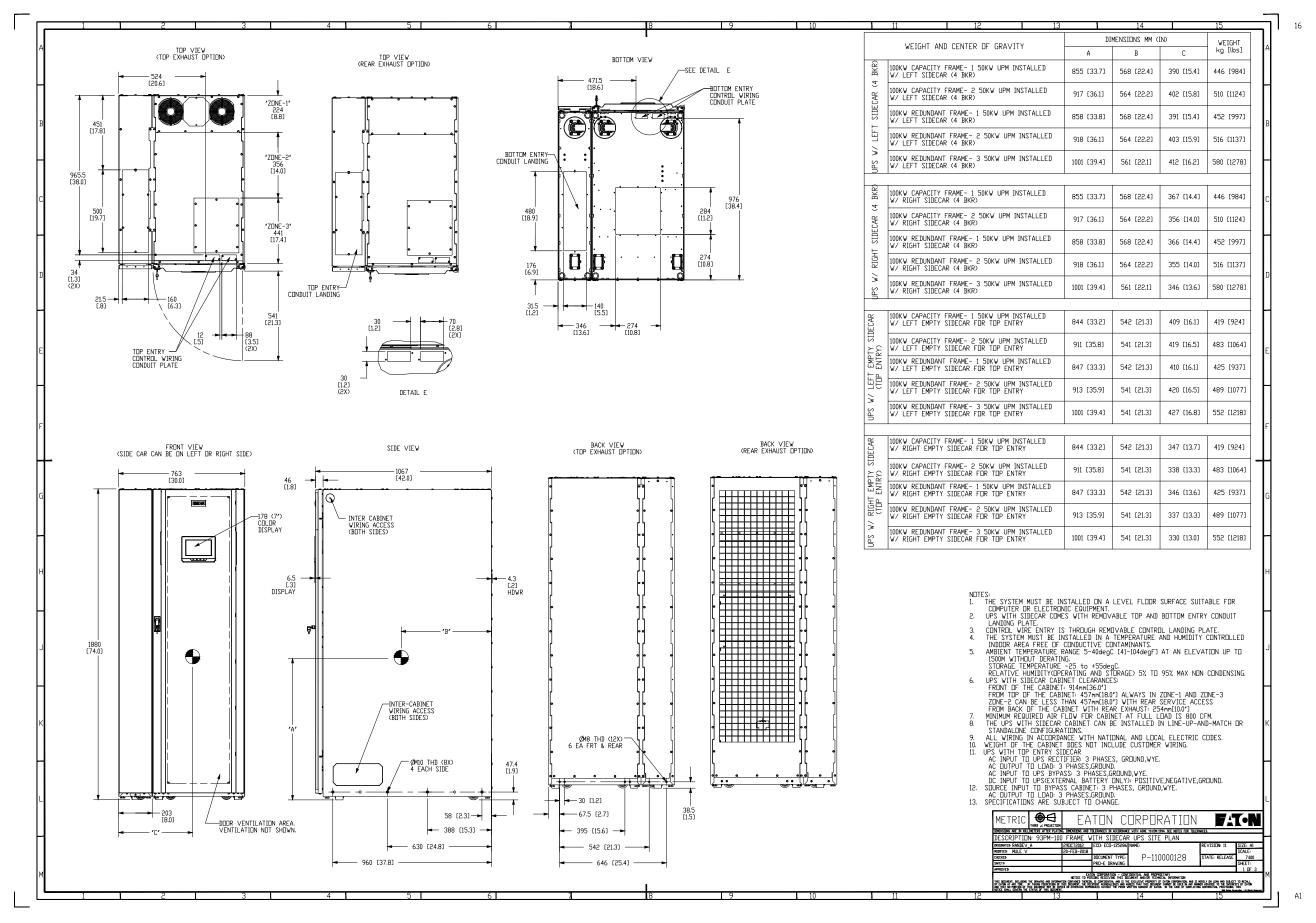
BY: BHUPENDRA TAILOR DATE: 11/27/24

The information on this document is	PREPARED BY	DATE			
created by Eaton Corporation. It is disclosed in confidence and it is only to	ALOIS KURIL	11/5/2024	Eaton		
be used for the purpose in which it is	APPROVED BY	DATE	JOB NAME Guarantee R	ate Field - Elara	
supplied.			DESIGNATION		
	VER	SION	TYPE	DRAWING TYPE	
	10.0	0.0.1	93PM UPS 20-200kW	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
CG340916X4K1-0002	0	Α			1 of 2



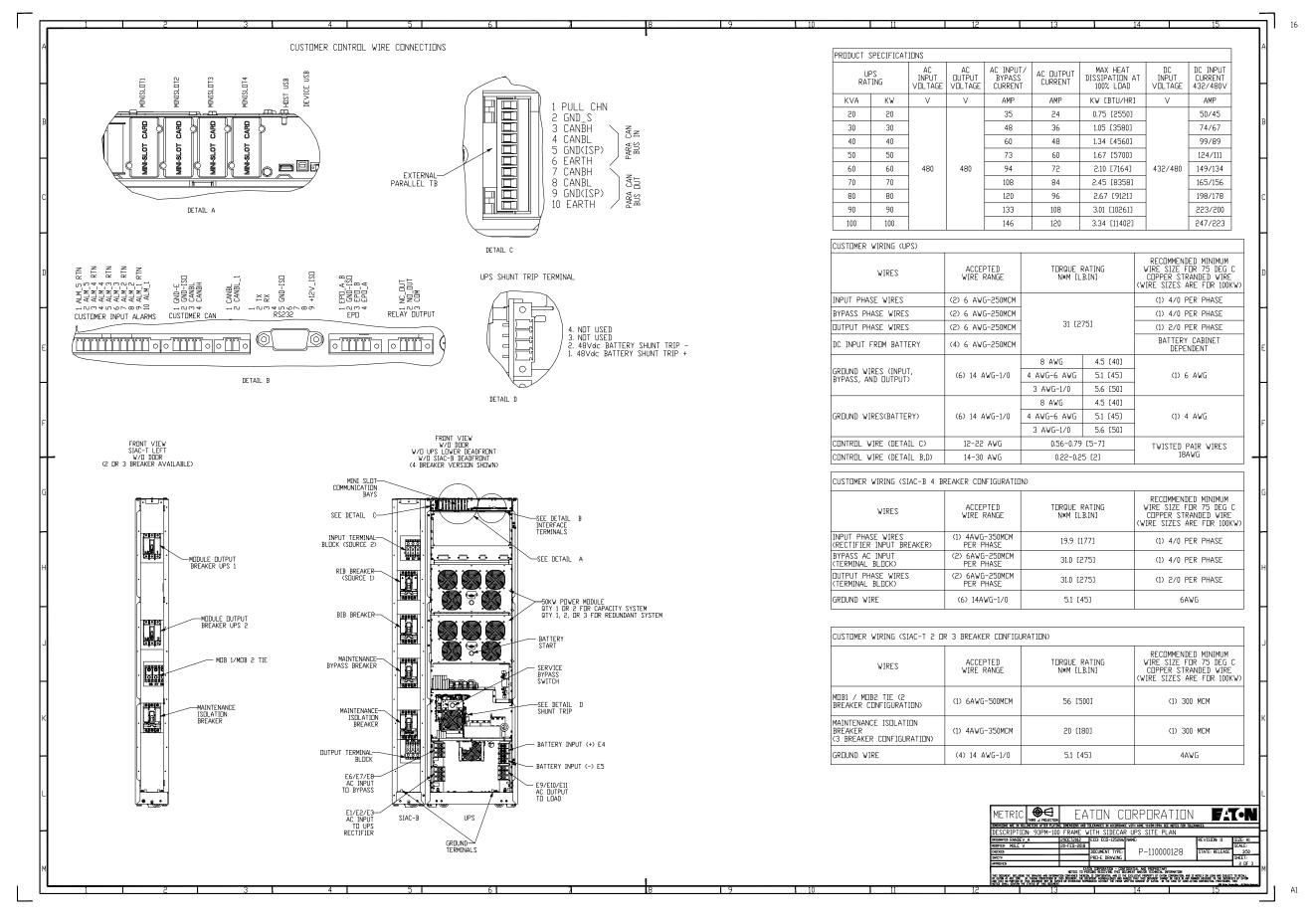
Structure	1	2				
Ship-Inches						
Ship-MM						
Width-Inches	34.20	30.00				
Width-MM	868	762				
Depth-Inches	42.00	42.00				
Depth-MM	1066	1066				
Height-Inches	74.00	74.00				
Height-MM	1879	1879				
Weight-Lbs	3308.00	1107.00				
Weight-Kg	1500.23	502.04				

The information on this document is created by Eaton Corporation. It is	PREPARED BY	DATE	Fatan		
disclosed in confidence and it is only to	ALOIS KURIL 11/5/2024		Eaton		
	APPROVED BY DATE		JOB NAME Guarantee Rate Field - Elara		
supplied.			DESIGNATION		
	1=		TYPE	DRAWING TYPE	
			93PM UPS 20-200kW	Customer Appr.	
NEG-ALT Number	REVISION DWG SIZE		G.O.	ITEM	SHEET
CG340916X4K1-0002	0	Α			2 of 2



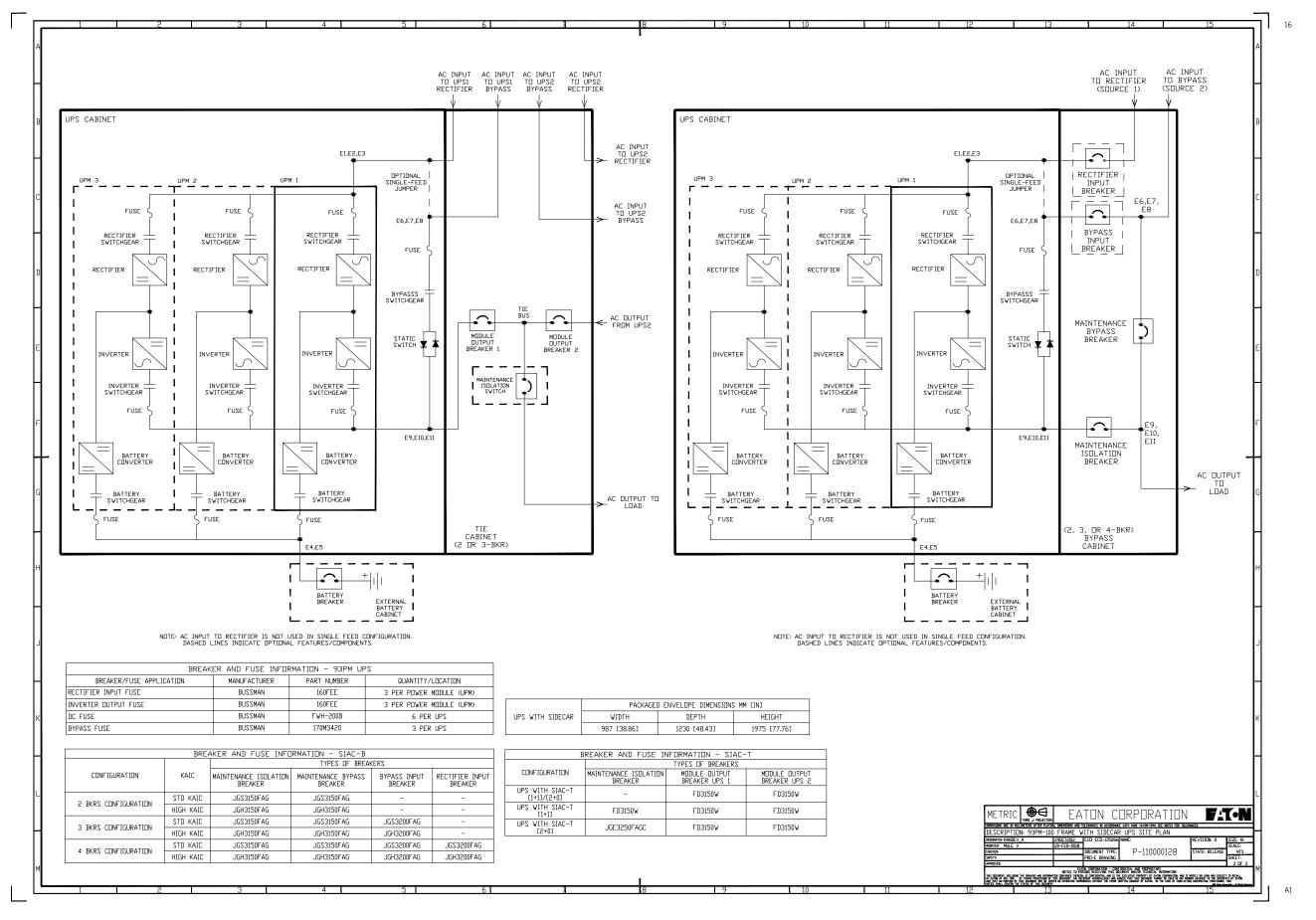
GO/NEG-Alt-Date: CG340916X4K1-0002-11/5/2024		Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG10D0009H20R2	Designation:





GO/NEG-Alt-Date: CG340916X4K1-0002-11/5/2024		Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG10D0009H20R2	Designation:





GO/NEG-Alt-Date: CG340916X4K1-0002-11/5/2024		Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG10D0009H20R2	Designation:



Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

<u>Covered ancillary device types</u> (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version

 Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP Maintenance Bypass Panel
- IAC Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS Static Transfer Switch device (e.g., Cyberex Switch)
- PDU Power Distribution Unit

Scope of Work Attachment R-10 Revision 1/15 Page 1 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number: Catalog Number:		Designation:
9PG10D0009H20R2		



- PDR Power Distribution Rack
- RPP Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS Automatic or Manual Transfer Switch
- TVSS Transient Voltage Surge Suppressor
- PFC Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

Eaton is a trade name, trademark and/or service mark of Eaton Corporation or its subsidiaries and affiliates.

Scope of Work Attachment R-10 Revision 1/15 Page 2 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number: Catalog Number:		Designation:
9PG10D0009H20R2		



EATON CORPORATION UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

- 1. **DEFINITIONS**: The terms listed below shall have the following meanings:
 - "Battery" is the electric storage portion of a UPS.
 - "Covered Equipment" is the equipment as listed on the quote.
 - "CPM" is the Contracted Period of Maintenance or Hours of Service.
 - "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
 - "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
 - "PCS" is Pre-Contract Survey inspection.
 - "Power Module" is the electronic portion of a UPS or other power quality device.
 - "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
 - "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
 - "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.
- 2. <u>ELIGIBILITY</u>: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.
- 3. <u>HOURS OF SERVICE</u>: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.
- 4. <u>ON-SITE RESPONSE TIME</u>: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.
- **5. <u>LABOR AND MATERIAL RATES</u>**: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.
- **6. <u>ENGINEERING CHANGES</u>**: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an asavailable, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

- A. Communication and Scheduling Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.
- B. Movement If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractors option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.
- C. Escort During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.
- D. Access Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and

Terms and Conditions (T-0) Rev. 12/16/19 Page 1 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number: Catalog Number:		Designation:
9PG10D0009H20R2		



Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

- 8. <u>TERM AND TERMINATION</u>: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16
- 9. <u>BATTERIES AND DROP SHIP ITEMS</u>: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

- 10. <u>END OF SERVICE LIFE ("EOSL")</u>: Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.
- 11. <u>INSURANCE</u>: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.
- 12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor: Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.
- 13. <u>ASSIGNMENT</u>: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.
- 14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,

Terms and Conditions (T-0) Rev. 12/16/19 Page 2 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG10D0009H20R2	



regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

- 15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.
- 16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multivear contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.
- 17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.
- **18.** <u>PARTS</u>: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.
- 19. <u>FORCE MAJEURE</u>: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
- 20. <u>CHOICE OF LAW:</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.
- 21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

Eaton is a trademark of Eaton Corporation.

Terms and Conditions (T-0) Rev. 12/16/19 Page 3 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number: Catalog Number:		Designation:
	9PG10D0009H20R2	

Selling Policy 25-000 Addendum

Effective Date: March 18, 2021
Page 1 of 1



Critical Power and Digital Infrastructure Division Addendum To

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale. In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This Addendum applies to Eaton's Critical Power and Digital Infrastructure Division (CPDI) product offerings.

This addendum does not apply to Uninterruptible Power Supply preventative maintenance services, refer to Eaton's UPS Services Terms and Conditions (T-0).

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge per Product type. Buyer may final-inspect Products at the Seller's factory for an additional charge per Product type. Pricing will be provided at the time of quotation.

Warranty for Products. Unless provided separately to Buyer, Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

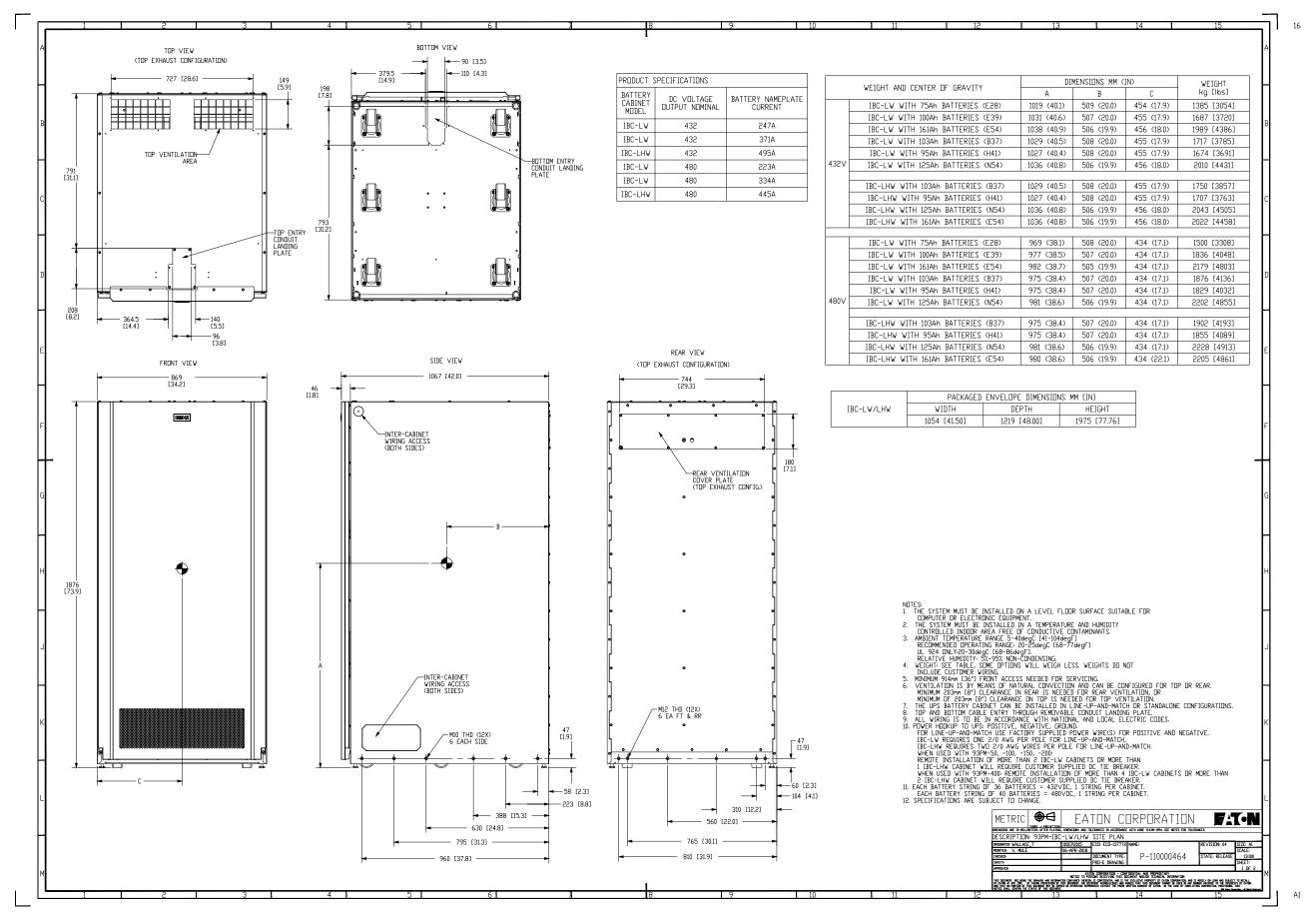
Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation, or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Limitation on Warranties for Products. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FORWARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Eaton Corporation. 8609 Six Forks Road, Raleigh, NC 27615, USA Eaton.com

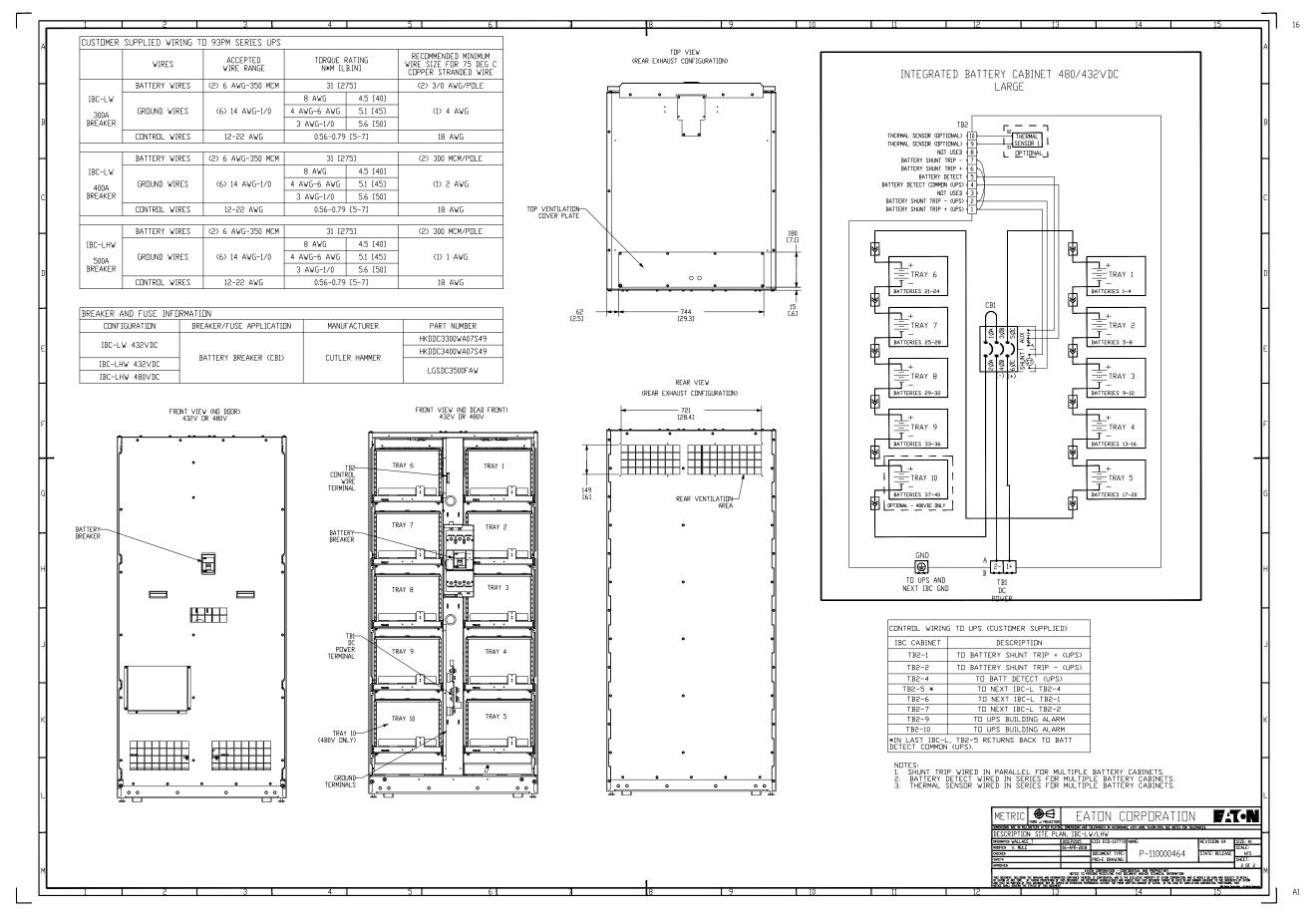
© 2022 Eaton Corporation. All Rights Reserved. Printed in USA.

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0002-11/5/2024		Guarantee Rate Field - Elara
Item Number: Catalog Number:		Designation:
9PG10D0009H20R2		



GO/NEG-Alt-Date: CG340916X4K1-0002-11/5/2024		Job Name: Guarantee Rate Field - Elara		
Item Number:	Catalog Number: 9PG10D0009H20R2	Designation:		

Page: 2



GO/NEG-Alt-Date: CG340916X4K1-0002-11/5/2024		Job Name: Guarantee Rate Field - Elara		
Item Number:	Catalog Number: 9PG10D0009H20R2	Designation:		

General Information: 93PM UPS 20-200kW

93PM System Specifications

100kW System Voltage: 480V in, 480V out (3 wire) **UPS Frame Capacity:** Quantity of 50kW Power Modules: 2 UPS kW Rating: 60 Internal Redundant Configuration: No Internal Battery Configuration: None Input Feed: Single Feed ESS Included: No

Communication: Industrial Gateway Card, Industrial Accessories:

Relay Card, and EMP

Side Car: 3 Breaker MBS, Right Mount Side Car Breaker Rating: 35kAIC MBS w/ Aux contact

Exhaust Configuration: Top Air Exhaust Internal Estimated Runtime: None UPS Dimensions (H" x W" x D"): 74 x 30 x 42 UPS Weight (lbs): 1107

UPS System Dimensions

Combined Matching System Dimensions (H" x W" x D", excluding non- 74 x 64.2 x 42 matching panels):

93PM Battery Cabinet

Battery Cabinet: IBC-LW

DC Voltage: Battery Cabinet Weight (lbs): 3054 432

Battery Cabinet Width (in): 34.2 74" H x 42" D

kW for Runtime Calculation: 60 Estimated Runtime (min) at 77 12.8

degrees F:

of Cabinets/Strings: 1/1 Battery Manufacturer:

Eaton Battery Installation: Line and Match OSHPD Rated: No

UPS Accessories

Floor Stand: None Chimney: None

☑REVIEWED AS SUBMITTED

☐REVISE AND RESUBMIT

☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.

Sidecar Bypass Cabinet

ELARA ENGINEERING

30 N. Wolf Road, Hillside, IL 60162

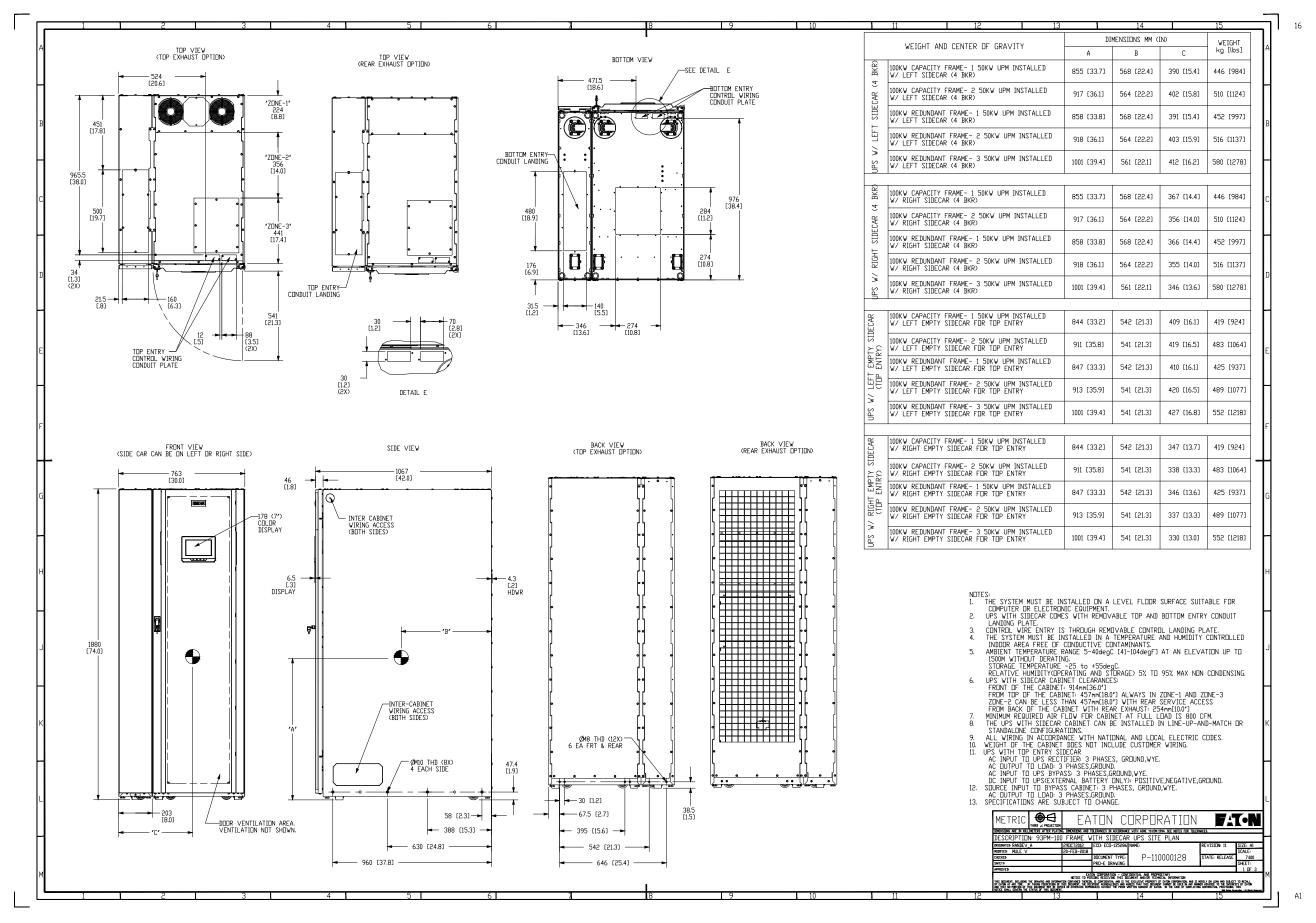
BY: BHUPENDRA TAILOR DATE: 11/27/24

The information on this document is	PREPARED BY	DATE			
created by Eaton Corporation. It is disclosed in confidence and it is only to	ALOIS KURIL	11/5/2024	Eaton		
be used for the purpose in which it is	APPROVED BY DATE		JOB NAME Guarantee Rate Field - Elara		
supplied.			DESIGNATION		
	VER	SION	TYPE	DRAWING TYPE	
	10.0	0.0.1	93PM UPS 20-200kW	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
CG340916X4K1-0003	0	Α			1 of 2



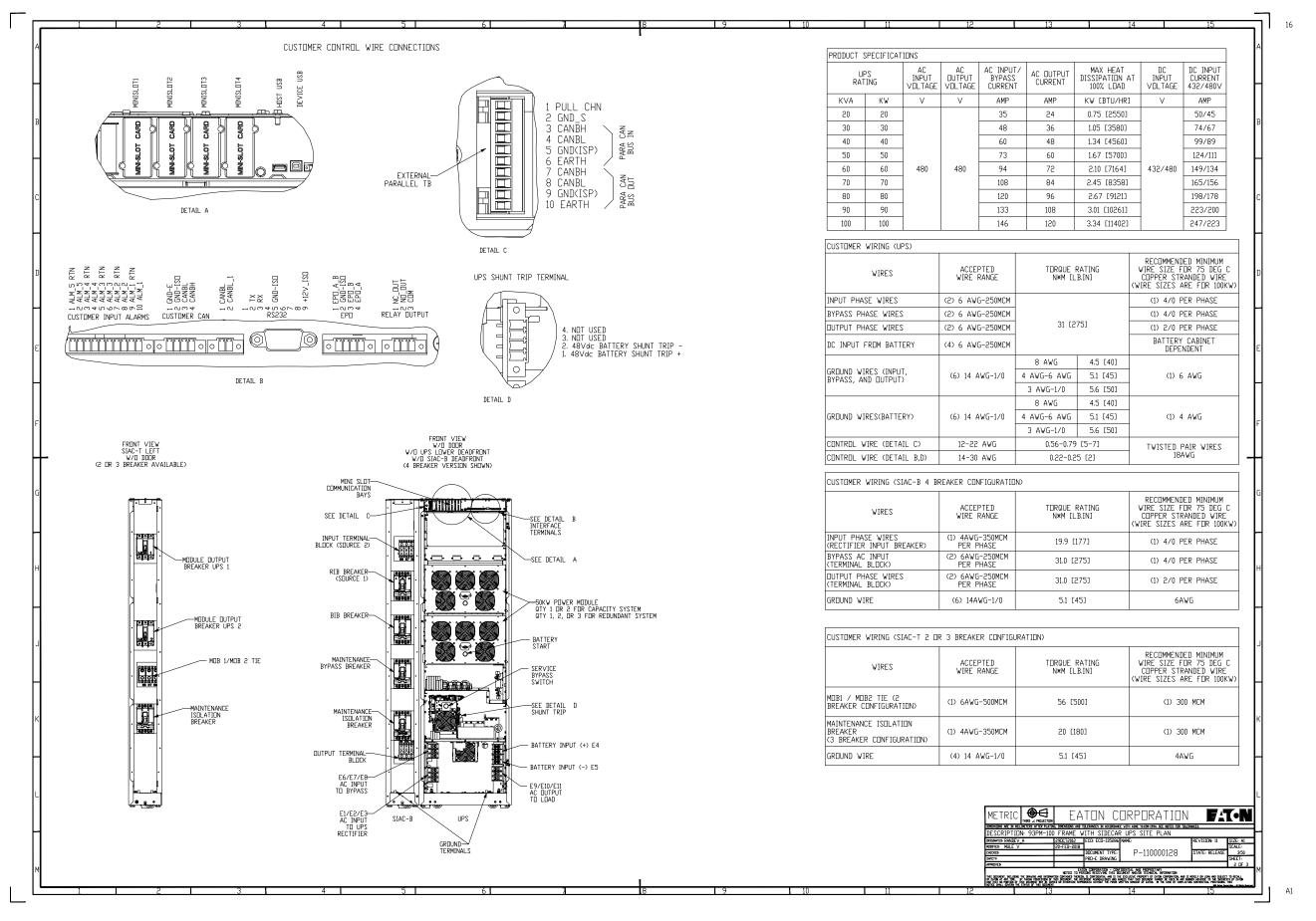
Structure	1	2				
Ship-Inches						
Ship-MM						
Width-Inches	34.20	30.00				
Width-MM	868	762				
Depth-Inches	42.00	42.00				
Depth-MM	1066	1066				
Height-Inches	74.00	74.00				
Height-MM	1879	1879				
Weight-Lbs	3054.00	1107.00				
Weight-Kg	1385.03	502.04				

The information on this document is	PREPARED BY	DATE			
created by Eaton Corporation. It is disclosed in confidence and it is only to	ALOIS KURIL	11/5/2024	Eaton		
	APPROVED BY DATE		JOB NAME Guarantee Rate Field - Elara		
supplied.			DESIGNATION		
	VER	SION	TYPE	DRAWING TYPE	
	10.0.0.1		93PM UPS 20-200kW	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
CG340916X4K1-0003	0	А			2 of 2



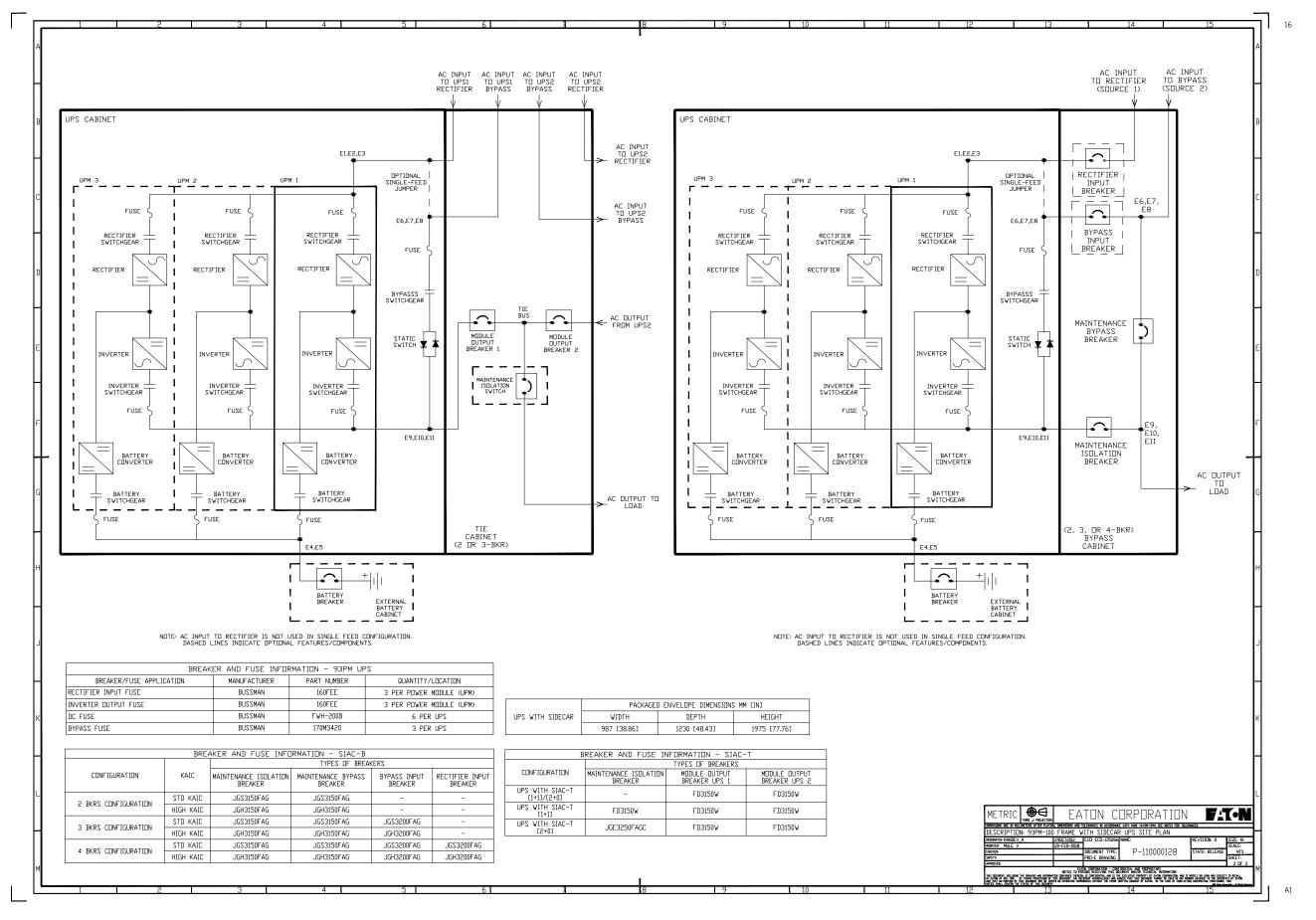
GO/NEG-Alt-Date: CG340916X4K1-0003-11/5/2024		Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG06D0009H20R2	Designation:





GO/NEG-Alt-Date: CG340916X4K1-0	0003-11/5/2024	Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG06D0009H20R2	Designation:





GO/NEG-Alt-Date: CG340916X4K1-0	003-11/5/2024	Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG06D0009H20R2	Designation:



Eaton Ancillary Device Parts and Labor Coverage Scope of Work Attachment R-10

If Customer has purchased Corrective Maintenance Coverage for the UPS "Power Module" and ancillary devices are directly connected to the covered equipment, parts and labor coverage may extend to the ancillary device based on the device type. "Directly connected" is defined as electronically controlled or interfaced to a Power Module. Ancillary devices may be eligible for optionally purchased parts and labor coverage.

Regardless of ancillary device parts and labor coverage, preventive maintenance of these ancillary devices is limited to inspection and testing via an optionally purchased UPS Power Module (or other device) preventive maintenance scope of work. There shall be no separate field activity report beyond the relevant comments from the UPS preventive maintenance report (FAR).

<u>Covered ancillary device types</u> (if connected to covered equipment, these devices assume parts and labor coverage of covered equipment):

- SBM (System Bypass Module), which includes UL 1778 "Uninterruptible Power Systems" version

 Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- SSBM (Switchboard System Bypass Module), which includes UL 891 "Switchboards" version or UL1558 "Metal-Enclosed Low-Voltage Power Circuit Breaker Switchgear" version – Ancillary coverage includes static switch but only if parts and labor coverage is purchased on all associated UPS modules
- MBP Maintenance Bypass Panel
- IAC Integrated Accessories Cabinet
- Remote monitor panel
- Hot Tie
- Parallel cabinet
- Battery cabinet and battery breakers (excludes battery jars, cells or battery parts)

Covered components within covered ancillary devices shall include the electronic control portion designed and built by Eaton (Powerware series) for metering, monitoring, and controls for transferring of loads. Items covered include logic boards, power supplies, relays, and control circuitry, SSBM displays, Hot-Tie Display and programmable logic controllers (PLC).

Excluded components within covered ancillary devices shall be: circuit breakers, power quality metering, transient voltage surge suppressors (TVSS), metering and switches, non-UPS operation related control circuitry, non-UPS operation related programmable logic controllers (PLC).

Excluded ancillary device types (parts and labor coverage may be optionally purchased):

- Batteries (EBM, EBC)
- Battery Monitoring Systems
- IDC Integrated Distribution Cabinet
- Switchgear (coverage not available for purchase)
- Standalone STS Static Transfer Switch device (e.g., Cyberex Switch)
- PDU Power Distribution Unit

Scope of Work Attachment R-10 Revision 1/15 Page 1 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916	4K1-0003-11/5/2024	Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	



- PDR Power Distribution Rack
- RPP Remote power Panel
- EMS-UGK
- Battery Disconnect Circuit Breaker
- Flywheel
- ATS/MTS Automatic or Manual Transfer Switch
- TVSS Transient Voltage Surge Suppressor
- PFC Power Factor Correction
- ePDU
- Racks and cabinets
- Software (e.g., Foreseer)

Eaton is a trade name, trademark and/or service mark of Eaton Corporation or its subsidiaries and affiliates.

Scope of Work Attachment R-10 Revision 1/15 Page 2 of 2

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0003-11/5/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	



EATON CORPORATION UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

- 1. **DEFINITIONS**: The terms listed below shall have the following meanings:
 - "Battery" is the electric storage portion of a UPS.
 - "Covered Equipment" is the equipment as listed on the quote.
 - "CPM" is the Contracted Period of Maintenance or Hours of Service.
 - "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
 - "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
 - "PCS" is Pre-Contract Survey inspection.
 - "Power Module" is the electronic portion of a UPS or other power quality device.
 - "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer
 - "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
 - "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.
- 2. <u>ELIGIBILITY</u>: All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.
- 3. <u>HOURS OF SERVICE</u>: Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5X8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.
- 4. <u>ON-SITE RESPONSE TIME</u>: Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.
- **5. <u>LABOR AND MATERIAL RATES</u>**: Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.
- **6. <u>ENGINEERING CHANGES</u>**: All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an asavailable, per charge basis.

7. CUSTOMER'S RESPONSIBILITY:

- A. Communication and Scheduling Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.
- B. Movement If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractors option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.
- C. Escort During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.
- D. Access Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and

Terms and Conditions (T-0) Rev. 12/16/19 Page 1 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K	1-0003-11/5/2024	Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	



Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

- 8. <u>TERM AND TERMINATION</u>: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16
- 9. <u>BATTERIES AND DROP SHIP ITEMS</u>: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

- 10. <u>END OF SERVICE LIFE ("EOSL")</u>: Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.
- 11. <u>INSURANCE</u>: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed; (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.
- 12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor: Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.
- 13. <u>ASSIGNMENT</u>: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.
- 14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,

Terms and Conditions (T-0) Rev. 12/16/19 Page 2 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0003-11/5/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	



regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

- 15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.
- 16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multivear contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.
- 17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.
- **18.** <u>PARTS</u>: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.
- 19. <u>FORCE MAJEURE</u>: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
- 20. <u>CHOICE OF LAW:</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.
- 21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

Eaton is a trademark of Eaton Corporation.

Terms and Conditions (T-0) Rev. 12/16/19 Page 3 of 3

GO/NEG-Alt-Date:		Job Name:
CG340916X4K1-0003-11/5/2024		Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	

Selling Policy 25-000 Addendum

Powering Business Worldwide

Effective Date: March 18, 2021 Page 1 of 1

Critical Power and Digital Infrastructure Division Addendum To

Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale. In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This Addendum applies to Eaton's Critical Power and Digital Infrastructure Division (CPDI) product offerings.

This addendum does not apply to Uninterruptible Power Supply preventative maintenance services, refer to Eaton's UPS Services Terms and Conditions (T-0).

Witness Tests/Customer Inspection. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge per Product type. Buyer may final-inspect Products at the Seller's factory for an additional charge per Product type. Pricing will be provided at the time of quotation.

Warranty for Products. Unless provided separately to Buyer, Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

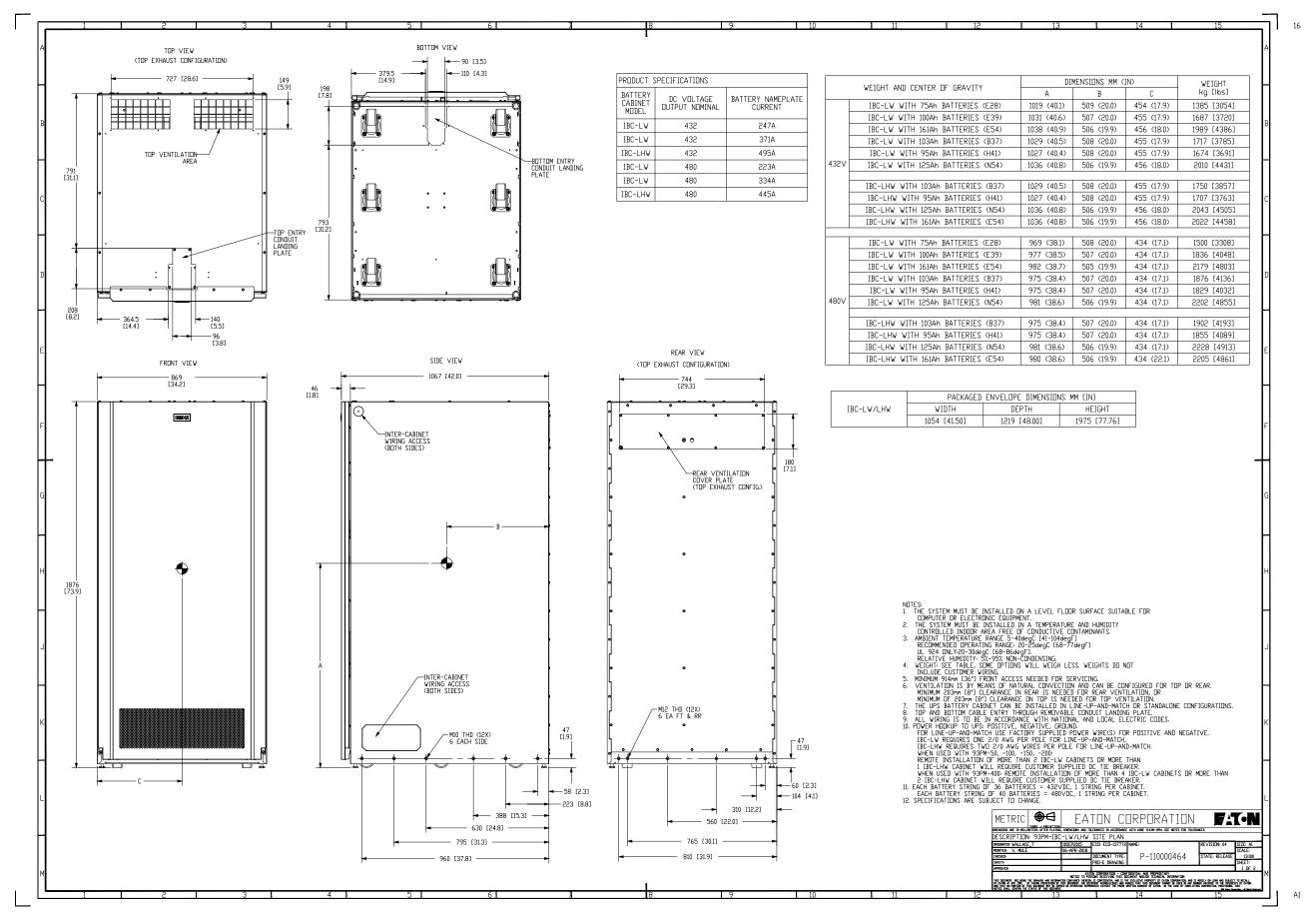
Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation, or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

Limitation on Warranties for Products. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FORWARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Eaton Corporation. 8609 Six Forks Road, Raleigh, NC 27615, USA Eaton.com

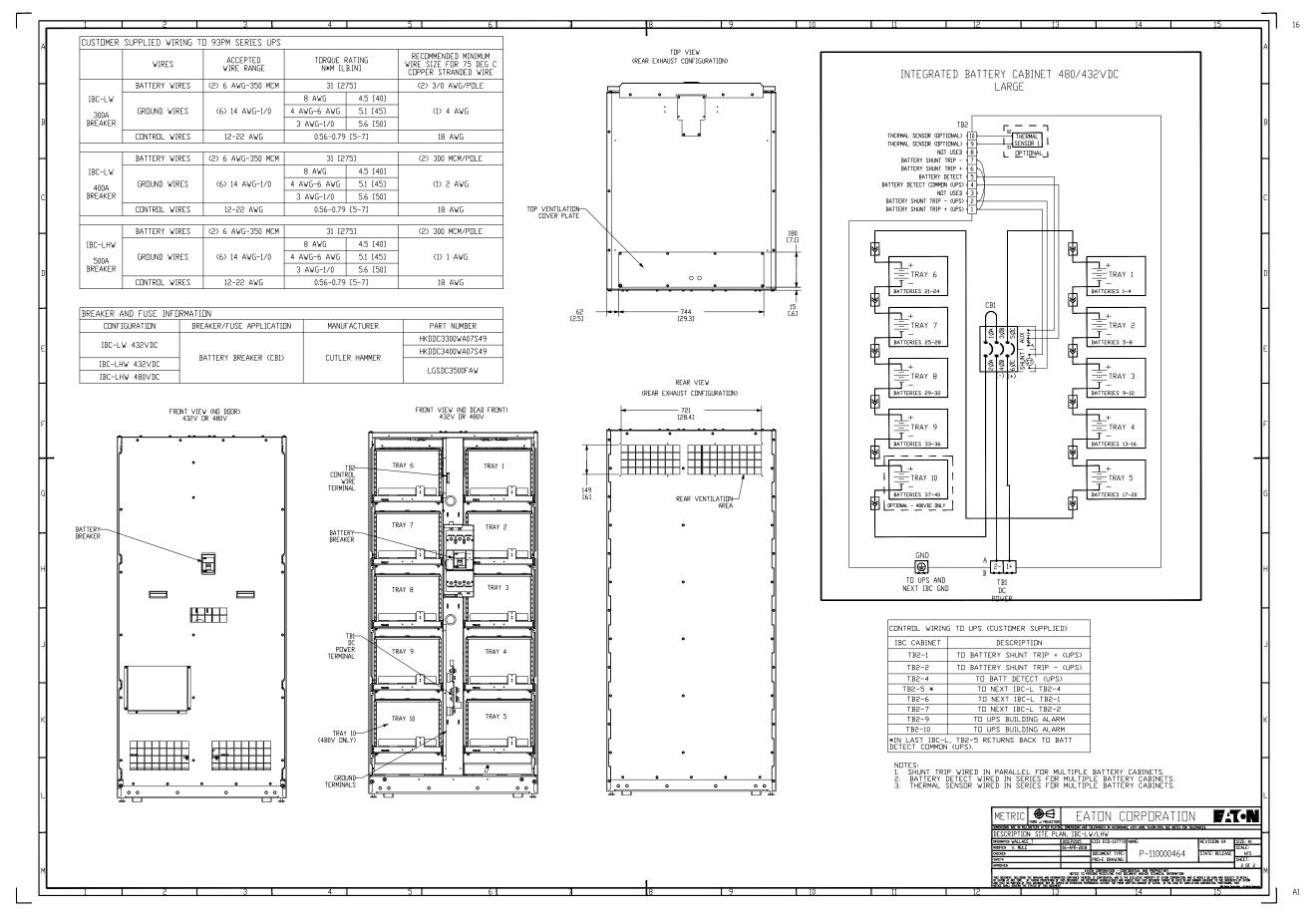
© 2022 Eaton Corporation. All Rights Reserved. Printed in USA.

GO/NEG-Alt-Date:		Job Name:
CG340916X4K	1-0003-11/5/2024	Guarantee Rate Field - Elara
Item Number:	Catalog Number:	Designation:
	9PG06D0009H20R2	



GO/NEG-Alt-Date: CG340916X4K1-0		Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG06D0009H20R2	Designation:

Page: 2



GO/NEG-Alt-Date: CG340916X4K1-0	003-11/5/2024	Job Name: Guarantee Rate Field - Elara
Item Number:	Catalog Number: 9PG06D0009H20R2	Designation:



Detail Bill of Material

Project Name: Guarantee Rate Field - Elara
General Order No:

Negotiation No: Alternate No: age I UI I

0001

Item No.

Qty 1 Product

93PM UPS 50kW

☑REVIEWED AS SUBMITTED
☐REVISE AND RESUBMIT
☐REVIEWED AND COMMENTED

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract documents. Contractor is responsible for dimension confirmation and correlation at the job site, for information that pertains solely to the fabrication processes or to techniques of construction, and for coordination of the work of all trades involved in the project.

ELARA ENGINEERING

30 N. Wolf Road, Hillside, IL 60162

BY: BHUPENDRA TAILOR

DATE: 11/20/24

Description

- 480V in
- 480V out (3 wire) System Voltage
- 50kW Rated
- 50kW Frame Capacity
- Standard 97% Efficiency
- 3 C/B Sidecar Maintenance Bypass Cabinet
- Includes Power Xpert Gateway Card, Industrial Relay Card, and EMP
- Estimated Battery Runtime 9.5 minutes of internal runtime at 50 kW load at 77 degrees F
- Includes 7x24 Startup, and 1 year on-site parts and labor coverage
- Power Quality Terms and Conditions apply
- PredictPulse Wireless remote monitoring installed during startup, includes 24x7 alarm monitoring, dispatch, reporting, real-time access to health data, LTE cellular modem/router hardware, AT&T Wireless data plan and activation, Only available for purchases after January 1st 2022, SOW R-32 applies

Catalog No 9PA05D6009H20R2

Catalog No Qty List of Materials

9PA05D6009H20R2 1 Catalog # 9PA05D6009H20R2 93PM UPS 480V in, 480V out (3 wire)

50kW UPS Frame

Dimensions: 30"W x 42"D x 74"H, Weight: 2168 lbs

P-103004440 1 93PM 480V PREDICTPULSE WIRELESS KIT CTD93PM 1 Catalog # CTD93PM 93PM Certified Test Data

FREIGHT-PQD 1 Standard Ground Shipping to IL FREIGHT-PQD 1 FOB Destination (net price)

Total Quote Budgetary Price

\$44,849.93

Lead Time: 9 weeks ARO

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Alois Kuril 11/21/2024 5:36 PM