

surgeassure™ Warranty Terms, Conditions and Limitations

I. SPD WARRANTY COVERAGE: During the time period (the “Warranty Term”) stated below and subject to all Conditions and Limitations stated below, surgeassure™ warrants to the original purchaser who purchases a new Surge Protection Device (the “SPD”) directly from surgeassure™ or its authorized distributor that the SPD is free of any significant defect in design, materials and workmanship and further warrants the SPD against damage by electrical surge (except and excluding any sustained over-voltage and any direct lightning strike). Should the SPD be determined to be defective or damaged by electrical surge during the applicable Warranty Term, surgeassure™ will either repair the SPD or replace it with a product of like kind and quality for the benefit of the original purchaser, at the election of surgeassure™.

Main Zone Products

<u>SPD Model</u>	<u>Warranty Term</u>
SA06000	10 years after purchase date
S50A	10 years after purchase date
TE/1C40, C40E	10 years after purchase date
SAT1, SATL	5 years after purchase date
SATH2, SATHW2, SATHW6	5 years after purchase date
SAV1	5 years after purchase date
SAVFFF, SACX	5 years after purchase date

Interior Zone Products

<u>SPD Model</u>	<u>Warranty Term</u>
SAP1	Lifetime during ownership by original purchaser
SAP6T2V1	Lifetime during ownership by original purchaser
SAS8T2V2	Lifetime during ownership by original purchaser

Exterior Zone Product

<u>SPD Model</u>	<u>Warranty Term</u>
SPDEE	2 years after purchase date

UPS Product

<u>SPD Model</u>	<u>Warranty Term</u>
SA550VA	2 years after purchase date

II. CONNECTED EQUIPMENT COVERAGE: THE CONNECTED EQUIPMENT COVERAGE UNDER THIS WARRANTY IS SECONDARY TO ANY OTHER APPLICABLE POLICY, INCLUDING BUT NOT LIMITED TO, HOMEOWNERS INSURANCE, MANUFACTURERS WARRANTIES, SERVICE CONTRACTS AND EXTENDED WARRANTY PLANS. COVERAGE SHALL APPLY TO ONLY THAT PORTION OF THE COSTS FOR REPAIR OR REPLACEMENT THAT EXCEEDS THE LIMITS OF COVERAGE UNDER THE ABOVE MENTIONED POLICIES AND DOES NOT COVER DEDUCTIBLES REQUIRED BY OTHER POLICIES. During the applicable Warranty Term stated above and subject to all Conditions and Limitations stated below, surgeassure™ will pay the actual cost to repair or replace, with like kind and quality, each item of Covered Equipment, as hereinafter defined, which is properly connected to a warranted SPD under the SPD Warranty and is damaged by an electrical surge (except and excluding any sustained over-voltage and any direct lightning strike), subject to the Coverage Limits stated below. Pre-configured packages, or “Kits” that include properly connected Main Zone Products, model SA06000, S50A, TE/MSP4, TE/1C40, C40E, TE/1C or R40I with the addition of a properly installed SAT1, SATL, SATHW2, SATH2 and SAV1, SAVFFF or SACX, are warranted for a period of 10 years, subject to all Conditions and Limitations stated below.

Covered Equipment: "Covered Equipment" means and includes: 1) a washer, dryer, refrigerator, freezer, HVAC unit located inside the house, trash compactor, dishwasher, garbage disposal, stove, and a stove with an integral microwave oven sharing the same wiring, if the damaged item is properly connected to a warranted SPD at the time of the electrical surge that causes the damage; and 2) if the damaged item is properly connected to a warranted Exterior Zone Product at the time of the electrical surge that causes the damage, then the Covered Equipment will additionally include exterior HVAC equipment, pool pump and irrigation system pump; and 3) if the damaged item is properly connected to a warranted Interior Zone Product at the time of the electrical surge that causes the damage, then Covered Equipment will additionally include any other item of electronic appliance or equipment such as a computer, printer, TV, VCR, DVD player, stereo, radio, telephone, answering machine, fax machine, vacuum equipment, hot tub, microwave oven unit which is not an integral part of the stove, and garage door opener. Security systems and medical equipment are NOT included and are specifically excluded from Covered Equipment.

Coverage Limits: Coverage for damaged Covered Equipment which requires repair or replace is limited to a maximum of \$1,500.00 per damaged item and shall not exceed a total of \$25,000.00 for all damaged Covered Equipment. If the damaged Covered Equipment is properly connected to a Main Zone SPD model SA06000, S50A, TE/MSP4, TE/1C40, C40E, TE/1C or R40I with the addition of a properly installed SAT1, SATL, SATHW2, SATH2 and SAV1, SAVFFF or SACX at the time of the electrical surge that causes the damage, the limit of coverage shall be increased to a maximum of \$3,000.00 per damaged item and shall not exceed a total of \$100,000.00 for all damaged Covered Equipment. Coverage shall only apply to that portion of the costs for repair or replacement which exceeds the limits of coverage under any policy of insurance applicable to the electrical surge occurrence which caused the damage to the Covered Equipment and the limits of other applicable coverage, including without limitation any homeowners insurance policy, manufacturer's warranty, service contracts or extended warranty plans.

III. CONDITIONS AND LIMITATIONS

3.1 **Assignment:** THIS WARRANTY MAY NOT BE ASSIGNED. The defective or damaged SPD and each item of damaged Covered Equipment must have been purchased directly from surgeassure™ or from an authorized distributor and be owned by the original purchaser of the SPD at the time of warranty claim. Proof of purchase must be provided to surgeassure™ with each notice of claim.

3.2 **Conditions:** The surgeassure™ Warranty applicable to every SPD and the Covered Equipment Coverage are subject to and conditioned upon the following requirements being fully satisfied:

- (a) The electrical system into which the SPD is installed must be properly grounded in full satisfaction of NEC® or CEC requirements.
- (b) The SPD must be properly installed and connected in compliance with surgeassure™ instructions by a licensed electrician or electric utility company personnel and in accordance with the requirements stated below:
 - (1) **Main Zone Protectors:** surgeassure™'s AC Protectors (SA06000, S50A, TE/1C40 and C40E) and incoming cable/telephone (SAV1, SAVFFF, or SACX and SAT1, SATL, SATH2, or SATHW2) protectors are recommended to be installed by a licensed electrician or electric utility personnel. surgeassure™ installation instructions and diagrams must be followed. The TE/1C40 and C40E must be installed to a spare two-pole 20A breaker, and the S50A or SA06000 must be installed to a spare two-pole 30A breaker. The installation wires should be trimmed to be as short as possible. When installed, the appropriate indicator lights must be illuminated along with no audible alarm sounding. Installation must conform to the most current applicable codes (NEC® or CEC). The AC power electrical system must be properly grounded and the phone and coax ground must be bonded to the AC Power ground per NEC® requirements.
 - (2) **Interior Zone:** surgeassure™'s AC plug-in and UPS protectors must be directly plugged into a properly grounded 3-wire AC outlet. Extension cords, non-grounded two prong adapters, or other non-surgeassure™ products must not be used. Building wiring and other connections to protected equipment must conform to applicable codes (NEC® or CEC). All wires (including: AC power lines, telephone lines, signal/data lines, coaxial cables, antenna lead-ins) leading into the protected equipment must first pass through a single surgeassure™ protector designed for that particular application. The protector and the equipment to be protected must be indoors in a dry location, and in the same building. surgeassure™ installation instructions and diagrams must be followed.
 - (3) **Exterior Zone Protectors:** surgeassure™'s HVAC, irrigation, or pool pump (TE/1SSA or SPDDE) protector is recommended to be installed by a licensed electrician. surgeassure™ installation instructions and diagrams must be followed. Installation must conform to the most current applicable codes (NEC® or CEC).
- (c) The SPD must be used at all times in the manner for which it is designed and intended by surgeassure™.
- (d) The SPD must not have been modified or altered in any way.
- (e) surgeassure™ must receive written notice of any SPD defect within 30 days following discovery of the defect and written notice of any damage caused by electrical surge within 30 days following the occurrence.
- (f) The SPD will be inspected by surgeassure™ for electrical surge damage. The SPD must show signs of electrical surge damage or must perform outside (greater than 10%) of design specifications for surge protection capability.

3.3 **Limitations:** To the fullest extent permitted by law, and except for the expressed surgeassure™ Warranty and the Connected Equipment Coverage stated herein, surgeassure™ does not make and specifically disclaims any and all implied warranties, including warranties of merchantability and/or fitness for a particular use. In the event of a determination by surgeassure™ that an SPD is defective or has failed during the applicable Warranty Term, the responsibility of surgeassure™ will be limited to: 1) the repair or replacement of the SPD with a like kind and quality product, at the discretion of surgeassure™; and 2) paying the cost to repair or replace damaged covered equipment, whichever amount is less. surgeassure™ shall not be responsible for consequential or incidental damages, including without limitation damages to equipment and loss of revenue. surgeassure™ shall not be responsible for charges related to the shipping of the damaged SPD to surgeassure™ for inspection.

4. GENERAL PROVISIONS:

4.1 **Applicable Law:** All terms and provisions of the surgeassure™ Warranty and Connected Equipment Coverage shall be construed by, under and in accordance with the laws of the State of Florida, unless such application of law is specifically prohibited in any venue having proper jurisdiction to resolve issues involving the surgeassure™ Warranty and the Connected Equipment Coverage.

4.2 **Dispute Resolution:** Any claim, demand or issue pertaining to an SPD, the surgeassure™ Warranty and/or the Connected Equipment Coverage shall be settled and resolved by Arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Arbitration shall be conducted before a single arbitrator in Pinellas County, Florida. Any decision rendered in such Arbitration shall be final and binding upon all parties. The Arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages or attorney's fees. The Arbitration costs and Arbitrator fees shall be equally divided between the parties, and each party will pay its own Attorney's Fees.

4.3 **Notice:** Any notice to surgeassure™ shall not be deemed to be made unless and until it is received by surgeassure™ at the address stated below:

surgeassure™
14550 58th Street North Clearwater, Florida 33760
1.800.727.0669 • info@surgeassure.com • www.surgeassure.com

A Division of Advanced Protection Technologies, Inc.
APT's Quality Management System is ISO 9001:2008 Certified

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#8632J

OWNERS REGISTRATION FORM

It is not necessary for you to register your warranty. (Do Not Mail Copy to Factory)

Please fill this form out fully and accurately once your surge protectors are installed. Failure to do so may delay processing of your claim. Keep this completed document with your records and receipts, you will need this form to file a claim.

Homeowner's Name: _____

Homeowner's Address: _____

City: _____ State: _____ Zip: _____

Daytime Telephone: _____ Email: _____

Date of Purchase: _____ Purchased at: _____

Complete Address: _____

Main Zone Protectors Installed: (Check applicable boxes)

TE/1C40, C40E **S50A** **SAT1, SATL, SATHW2, SATH2** **SAV1, SAVFFF, SACX**
MRE06, SA06

Date Installed: _____

Technicians Name: _____ License No: _____

Company Name: _____

Company Address: _____

Company Telephone: _____

Installers Comments: _____

NOTE: If your Main Zone Protectors were installed in a new home, by the Home Builder, you only need to provide the name of the Builder and the date on your Certificate of Occupancy. If your Main Zone Protectors were installed by the Electric Utility, you only need to provide the name of the utility and the date of installation.

Interior Zone Protectors:

Plug-in Protectors: Quantity:

SAP1 _____

SAP6T2V1 _____

SAS8T2V2 _____

Locations Installed:

Coax Cable Installed? Yes No Phone Cable Installed? Yes No

Phone Cable Installed? Yes No

Coax Cable Installed? Yes No

Coax Cable Installed? Yes No Phone Cable Installed? Yes No

Coax Cable Installed? Yes No Phone Cable Installed? Yes No

Coax Cable Installed? Yes No Phone Cable Installed? Yes No

Phone Cable Installed? Yes No

