

Protection Warranty if the Product you purchased includes protective circuits for data and communications and only if the data and/or communication lines were properly connected to your Product.

- l. As used herein, “properly connected” means the installation of the Product and the connected Equipment must be in compliance with the provisions of the National Electrical Code or equivalent in Canada. The inadvertent or purposeful connection of the Product to the wrong voltages or line rating will automatically void the SurgeX Warranties. The Product must be plugged directly onto a properly grounded AC wall outlet. The green Product indicator light must come on to indicate that the outlet is properly grounded. If the green Product indicator light does not come on when the Product is plugged in, there is something wrong with the outlet and the SurgeX Warranties are voided unless the defect in the wiring at the outlet is corrected or the Product is relocated to a properly grounded outlet and the green Product indicator light comes on. Green means GO! The use of extension cords or adapters between the Product and the wall outlet is not permitted and, if used, voids the SurgeX Warranties. The use of any other ground wires(s) or any other connection(s) is not permitted and, if used, voids the SurgeX Warranties. All the electrical, communication, audio, video, and data wires connected to the Equipment must be connected and pass through the appropriate connection on the Product unless directly connected to a peripheral device that is also connected to the Product and the failure to do so voids the SurgeX Warranties. For any Equipment that consists of more than one component or piece of equipment, then each component or piece of the Equipment must be protected with a Product in accordance with our installation instructions and diagrams and the failure to do so voids the SurgeX Warranties. Please consult with the SurgeX Defender Series product customer support hotline at 855-278-8348, or our website at www.surgex.com if our published information does not cover your installation.
 - i. CAUTION – Do not install the Product if there is not at least ten (10) meters (30 feet) or more of wire between the electrical outlet and the electrical service panel.
 - ii. La PRUDENCE – n’installe pas cet artifice s’il n’y a pas au moins 10 mètres (30 pieds) ou plus de fil entre l’issue électrique et le comité de service électrique.
- m. The compensation or reimbursement to be paid by SurgeX to the Buyer for any claim under the Limited Five (5) Year Connected Protection Warranty, at the sole option of SurgeX, will be subrogated under any existing insurance policies or warranties available to the Buyer. Specifically, the amounts to be paid by SurgeX to Buyer under the Limited Five (5) Year Connected Protection Warranty is in excess of, and applies only to the extent necessary beyond, any coverage for the Equipment provided by other sources, including, but not limited to, any manufacturer’s warranty, and any extended warranty coverage. If the Equipment is covered by an existing insurance policy then the SurgeX liability will be limited to the amount of the deductible of the applicable policy if it is lesser than Reimbursement Amount.
- n. SEVERABILITY: In the event any portion of the SurgeX Warranties shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the SurgeX Warranties shall continue in full force and effect.
- o. The SurgeX Warranties give you specific legal rights, and you may also have other rights which vary from state to state.

SURGE^X

DEFENDER SERIES

Limited Lifetime Product Warranty and Limited Five (5) Year Connected Protection Warranty

Limited Lifetime Product Warranty

Subject to the limitations set forth below, Electronic Systems Protection, Inc. (“SurgeX”) warrants to the original purchaser (“Buyer”) that your SurgeX Defender Series product (“Product”) will be free from defects in material and workmanship from the date of original purchase and for as long as you are the original owner. This Limited Lifetime Product Warranty is subject to your returning the provided Product Registration Card to SurgeX within thirty (30) days of your purchase of the Product and the other limitations and conditions set forth below. The Limited Lifetime Product Warranty applies to all components of the Product, but the UPS batteries. SurgeX warrants to the Buyer that the UPS batteries will be free from defects in material and workmanship for two (2) years from the date of purchase. This Limited Lifetime Product Warranty does not cover cosmetic or aesthetic defects in the Products.

Limited Five (5) Year Connected Protection Warranty

Subject to the limitations set forth below, if your properly connected electronics equipment (“Equipment”) is damaged as a result of, or in conjunction with, your Product sacrificing itself to protect your Equipment during a severe Power Line Disturbance or Data Line Disturbance (as defined below*), SurgeX will reimburse you the lesser of (i) the reasonable value of the cost of repairing such Equipment or (ii) if your properly connected Equipment is beyond repair, the fair market value or replacement cost of your Equipment, as reasonably determined by SurgeX (“Reimbursement Amount”), but in no event shall the Reimbursement Amount exceed a maximum of one hundred and fifty thousand U.S. dollars (\$150,000) in the aggregate, per Product. The SurgeX Defender Series Limited Connected Protection Warranty is limited to five (5) years from the date you purchase the Product and is subject to the registration provisions and the limitations and conditions set forth below.

The Limited Lifetime Product Warranty and Limited Five (5) Year Connected Protection Warranty are collectively referred to herein as the “SurgeX Warranties”.

1. PROCEDURE FOR SUBMITTING A WARRANTY CLAIM AND OBTAINING

WARRANTY SERVICE: In the event there are defects in the material and/or workmanship of your Product, or should your Product sacrifice itself and your Equipment suffers damage please immediately call our Customer Service Department toll free line at 855-278-8348 with the serial number of your Product to file a claim. In the event you are making a warranty claim under the Limited Five (5) Year Connected Protection Warranty, you must notify SurgeX of the event within ten (10) days of the event or else such warranty claim is waived.

- b. After you have been issued a claim number, simply send in the defective or damaged Product for warranty service along with a complete written description of the events that took place. You are responsible for the costs and expenses associated with sending the defective or damaged Product to SurgeX.
- c. SurgeX will repair or replace the defective Product, in SurgeX's sole discretion and return the repaired or replacement Product to you at no charge. SurgeX will be responsible for the costs and expenses associated repair of the defective Product (including parts and labor) and with sending the repaired or replacement Product to the Buyer.
- d. If you are submitting a warranty claim under the Limited Five (5) Year Connected Protection Warranty, once you have a claim number, you will have your Equipment repaired by an authorized service center and submit the paid repair invoice to our claims manager at the following address: Warranty Department, SurgeX, 517 N. Industrial Drive, Zebulon, N.C. 27597. If your Equipment requires replacement, contact the claims manager at 855-278-8348 for authorization.

2. LIMITATIONS ON SURGEX WARRANTIES:

- a. In order to be eligible for the SurgeX Warranties, the Buyer must return the provided Product Registration Card to SurgeX within thirty (30) days of the date of purchase of the corresponding Product, providing at least the name of the Buyer, the Buyer's current mailing address, telephone number, email address, the SurgeX product serial number, and the date of purchase of the corresponding Product. The failure to return the provided Product Registration to SurgeX within thirty (30) days from the date of purchase of the corresponding Product voids the SurgeX Warranties for such Product.
- b. In the event of a defect in material and/or workmanship of a Product, the Buyer's exclusive remedy will be for SurgeX, in its sole discretion, to repair within a reasonable period of time, or replace the defective Product with the same or an equivalent replacement product or refund the purchase price. SurgeX will commercially reasonable efforts to return the repaired or replacement Product to the Buyer within thirty (30) days of SurgeX receiving the defective Product. THE EXCLUSIVE REMEDY UNDER THIS LIMITED LIFETIME PRODUCT WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM SURGEX, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCT.
- c. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE SURGEX WARRANTIES, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND SURGEX WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOST SOFTWARE, LOST DATA, LOSS OF USE, LABOR, BUSINESS INTERRUPTION OR DOWNTIME, THE COST OF REMOVAL, DISASSEMBLY AND SHIPMENT OF THE DEFECTIVE PRODUCT, INJURY TO OTHER PROPERTY (OTHER THAN EQUIPMENT UNDER THE LIMITED FIVE (5) YEAR CONNECTED PROTECTION WARRANTY) , OR OTHER COMMERCIAL LOSSES, OR INSTALLATION OF ANY REPLACEMENT PRODUCT. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY OR UNDER ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) CANNOT BE EXCLUDED, SUCH DAMAGES ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE PAID BY BUYER FOR THE CORRESPONDING PRODUCT. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND THE PROVISION OF THIS LIMITED LIFETIME PRODUCT WARRANTY LIMITING REMEDIES HEREUNDER TO REPAIR OR REPLACEMENT, ARE INDEPENDENT PROVISIONS, AND ANY DETERMINATION THAT THE LIMITATION OF REMEDIES FAILS OF ITS ESSENTIAL PURPOSE OR ANY OTHER DETERMINATION THAT EITHER OF THE ABOVE PROVISIONS IS UNENFORCEABLE, SHALL NOT BE CONSTRUED TO MAKE THE OTHER PROVISION UNENFORCEABLE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- d. EXCLUSION OF OTHER WARRANTIES: THE SURGEX WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT ALLOWED UNDER APPLICABLE LAW. Some states do not permit limitation of implied warranties; therefore, the aforesaid limitation(s) may not apply to you.
- e. The SurgeX Warranties are void if (i) the Product or Equipment is tampered with or repaired by anyone other than an authorized service center, any time after the Product is installed; (ii) abuse, misuse, alteration, modification, negligence, or accident by the Buyer or any third party; (iii) the Product is improperly used, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; or (iv) the Product has been used in a manner contrary to the product's operating manual or other written instructions.
- f. All connected Equipment must be listed by a nationally recognized testing laboratory ("NRTL").
- g. The Limited Five (5) Year Connected Protection Warranty does not cover the loss of software or data of any kind nor does the Limited Five (5) Year Connected Protection Warranty include reimbursement for loss of use, labor, business interruption or downtime.
- h. The Limited Five (5) Year Connected Protection Warranty extends to the properly connected primary protected Equipment only.
- i. The Limited Five (5) Year Connected Protection Warranty only applies to Equipment damaged while properly connected through your Product to the AC power distribution grid in Canada or the USA.
- j. A "Power Line Disturbance" is defined as either high-speed voltage transients (spikes) or as high frequency noise (RFI or Radio Frequency Interference) conducted on the AC power lines, as defined by accepted industry and regulatory standards.
- k. A "Data Line Disturbance" is defined as either high-speed voltage transients (spikes) or as high frequency noise (RFI or Radio Frequency Interference) conducted down data and communication lines. Damage to Equipment containing data and communication circuitry is subject to the same provisions of the Limited Five (5) Year Connected