

## PEMCO LIMITED WARRANTY

### Purchaser:

This Warranty is extended to the original purchaser ("Purchaser") of PEMCO products for home use in the United States. This Warranty is not transferable or assignable without the prior written permission of PE Manufacturing Company ("PEMCO").

### Surges:

PEMCO defines a voltage surge ("Surge") to be a voltage impulse lasting less than 1/1000 of a second as defined by IEEE-ANSI standard C62.41. Normal electric system power fluctuations, power loss, temporary over voltage, under voltage, loss of neutral and electrical system malfunctions are not surges.

### Warranty & Term:

PEMCO surge protection products are warranted at time of shipment to be free of defects in materials and workmanship when installed in accordance with PEMCO's installation instructions. PEMCO shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Purchaser, correct, by repair or replacement at PEMCO's option, FOB its factory, any product that shall appear in PEMCO's sole judgment to be defective under proper and normal use. PEMCO shall not be liable for costs of equipment removal, costs of transporting equipment to be repaired or replaced to PEMCO, reinstallation of equipment, or any other cost incidental to any of the foregoing.

Should a defect in materials or workmanship allow Surge damage to a PEMCO surge protector and, **at the same time**, damage Purchaser's owned equipment properly connected to the damaged PEMCO surge protector, PEMCO will at its option repair or replace the Purchaser's owned equipment within limitations as defined herein. PEMCO in its sole and reasonable judgment will reimburse the company that supplied the PEMCO product and the company shall reimburse the Purchaser.

#### *Damage from power problems other than Surges are not covered.*

White appliances such as refrigerators, washers, dryers, and cooking appliances that are protected by a PEMCO meter arrester and are damaged by the same Surge that damages the meter arrester, which is also judged by PEMCO to be defective in materials or workmanship, shall be repaired or replaced at PEMCO's option. PEMCO will reimburse the purchaser for repairs that are in PEMCO's sole opinion reasonable and fair. In no case will purchaser be reimbursed for more than \$500 per appliance or a single event total limit of \$5000.

Electronic appliances protected by a PEMCO wall receptacle plug in suppressor and damaged by the same Surge that damages the PEMCO wall receptacle suppressor, which is also judged by PEMCO to be defective in materials and workmanship, shall be repaired or replaced (fair market value) at PEMCO's option. PEMCO will reimburse the purchaser for repairs that are in PEMCO's sole opinion reasonable and fair. In no case will purchaser be reimbursed for more than \$250 per single outlet suppressor or \$500 per multi-outlet suppressor with an event total limit of \$5000.

Repair or reimbursements are limited to a maximum of \$10,000 lifetime payout per utility customer.

The term of this warranty is for a period of ten (10) years from the date of shipment of the product from PEMCO. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT DOES NOT EXTEND THE ORIGINAL WARRANTY TERM.

### Items Not Covered By Warranty:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECTS CAUSED BY: shipping, dropping, misuse, improper application, incorrect or inadequate electrical connections including loose or 'missed' meter enclosure or arrester jaws during insertion, negligence, inappropriate on-site operating conditions, electrical over voltages, corrosive atmosphere, tampering, alterations, exposure to elements, *Acts of God*, installation contrary to PEMCO's recommendations, or in any event if the PEMCO serial number has been altered, defaced, or removed.

#### *Damage from power problems other than Surges is not covered.*

PEMCO shall be the sole judge of damage to a PEMCO product. Only Surge damage, as defined by PEMCO in this document, is covered by the Warranty. If the indicator light on the PEMCO product is illuminated, then the product is functioning and is not defective, therefore any potential warranty claim is not valid.

Purchaser will not be reimbursed when a Surge has bypassed the PEMCO surge protector and entered the Purchaser's equipment through another pathway. Outdoor air conditioning units and well pumps are not covered.

### Warranty Claims Procedure:

Within a reasonable time, but in no event more than thirty (30) days after Purchaser's discovery of a possible defect, Purchaser shall contact the supplier of the PEMCO product and request a return authorization number. Purchaser shall ship the product with proof of purchase and written description of alleged defect, freight prepaid, to PEMCO. Products shipped to PEMCO without a return authorization number will be refused and returned freight collect at Purchaser's expense. Products shipped by Purchaser to PEMCO that have incurred freight damage due to Purchaser's improper packaging of the product will not be covered by this Warranty. Warranty coverage will be valid only after PEMCO's inspection of the product reveals a defect covered by this Warranty. Subject to the limitations herein, PEMCO will repair or replace the nonconforming product without charge for labor or materials.

### Limitations:

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS REPLACEMENT OF THE PEMCO PRODUCT AS SET FORTH HEREIN. IF PURCHASER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, PEMCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL PEMCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BODILY INJURY TO PERSONS, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

### Miscellaneous:

No distributor, representative, salesperson, employee or agent of PEMCO is authorized to add to or vary the terms of this Warranty. This Warranty is effective as of the date of PEMCO receipt of full payment for the PEMCO product and supersedes all previous warranties. PEMCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to Purchaser or others. This warranty effective date is 4-30-2012.

In the event that all or any part of any provision of this Warranty should be or becomes invalid or unenforceable during the Warranty period, the remaining part of the provision and the other provisions herein shall continue in full force and effect. This Warranty is given in and is to be construed under the laws of the State of Florida.

If the indicator light on the PEMCO product is functioning, the product is considered operational and warranty shall not apply.

This Warranty represents the full, final and entire agreement between PEMCO and Purchaser with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations and understandings relating to this subject.