



## DEFENDER SERIES

### Limited Ten (10) Year Product Warranty

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Subject to the limitations set forth below, AMETEK Electronic Systems Protection ("SurgeX") warrants to the original purchaser ("Buyer") that your SurgeX 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 ("Limited Ten (10) Year Product Warranty"). Subject to applicable law, the Limited Ten (10) Year Product Warranty is subject to the limitations and conditions set forth below. The Limited Ten (10) Year Product Warranty applies to all components of the Product. This Limited Ten (10) Year Product Warranty does not cover cosmetic or aesthetic defects in the Products.

#### 1. PROCEDURE FOR SUBMITTING A WARRANTY CLAIM AND OBTAINING WARRANTY SERVICE:

- a. In the event there are defects in the material and/or workmanship of your Product, or should you Product sacrifice itself and your Equipment suffers damage, please immediately contact the SurgeX distributor you purchased the product from with the serial number of your Product or Battery to file a claim.
- b. SurgeX will repair or replace the defective Product, in SurgeX's sole discretion and have the repaired or replacement Product returned to you at no charge. SurgeX will be responsible for the costs and expenses associated with the repair of the defective Product (including parts and labor) and with sending the repaired or replacement Product to the Buyer.

#### 2. LIMITATIONS ON SURGEX WARRANTIES:

- a. In the event of a defect in material and/or workmanship of a Product covered by the Limited Ten (10) Year Product Warranty, 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 make commercially reasonable efforts to have the repaired or replacement Product to the Buyer within thirty (30) days of SurgeX receiving the defective Product. THE EXCLUSIVE REMEDY UNDER THE LIMITED Ten (10) Year PRODUCT WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED OR LIMITED 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.

- b. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE SURGEX WARRANTIES, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED 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, FIRE, INJURY TO OTHER PROPERTY, 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 Ten (10) Year 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 jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- c. 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.
- d. FOR CONSUMER PURCHASERS OF THE PRODUCTS, DISCLAIMER OF IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) IS NOT PERMITTED. FOR CONSUMER PURCHASERS ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) SHALL EXPIRE UPON THE EXPIRATION OF THE LIMITED Ten (10) Year PRODUCT WARRANTY. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation(s) may not apply to you.
- e. The SurgeX Warranties for a Product are void if (i) the Product or Equipment is tampered with, recycled 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; (iv) the Product has been used in a manner contrary to the product's operating manual or other written instructions; (v) the Equipment that is first properly connected to the Product is used Equipment; or (vi) the Equipment that is first properly connected to the Product is replaced with new Equipment. Before providing any remedy under the SurgeX Warranties, SurgeX reserves the right to inspect and test the Product to confirm that the Product is defective.

- f. All connected Equipment must be listed by a nationally recognized testing laboratory ("NRTL").
- g. 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.
- h. As used herein, "properly connected" means the installation of the Product and the connected Equipment must be in compliance with the provisions of the electrical code corresponding to the jurisdiction where the Product is sold. 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 wire(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 properly connected and pass through the appropriate connection on the Product unless directly connected to a peripheral device that is also properly 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 properly connected to and protected with a Product in accordance with our installation instructions and diagrams and the failure to do so voids the SurgeX Warranties.
  - 1. 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.
- 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 jurisdiction to jurisdiction.