

# Limited Warranty

# ASCO<sup>®</sup>

## Surge Protection Products

This Warranty is **ONLY** to residential purchasers who buy for home use.

### General:

ASCO Power Technologies, LP products and systems are in our opinion, the finest available. We take pride in our products and are pleased that you have chosen them. We offer with our products the following Limited Warranty against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty. The term of your warranty is based on the type of product you have purchased as outlined below.

Warranty Term	Products Covered
Five (5) Year	SAVFFF, SAP1, PS-6DL, SP-6TVN
Ten (10) Year	SA060000, MRE060000, S50A120V2P

### Terms of Warranty:

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO Product is installed in accordance with ASCO specifications and state and local codes and standards in the state of installation.
2. The ASCO Product is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

As provided herein, the ASCO product is warranted to be free of defects in material and workmanship from the date of shipment, for the specified period noted above. The product shipment date will be determined only from the ASCO bill of lading. If any part or portion of the ASCO product fails to conform to the Warranty within the Warranty period, ASCO, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part. This is a parts Warranty **ONLY** that does not include services; all services shall be provided by a qualified service provider.

### Warranty Extends to First Purchaser for Use. Non-transferable:

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

### Assignment of Warranties:

The defective or damaged product must have been purchased directly from ASCO or from an authorized distributor and be owned by the original purchaser of the ASCO product at the time of warranty claim. Proof of purchase must be provided to ASCO with each notice of claim.

### Warranty Claims Procedure:

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact ASCO at [PowerWarranty@ASCOPower.com](mailto:PowerWarranty@ASCOPower.com) and request a return authorization number. User shall ship the product to ASCO. ASCO products shipped without a return authorization number will be refused and returned freight collect to User at User's expense. ASCO products shipped by User which have incurred freight damage due to User's improper packaging of the product or carrier selection will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, ASCO will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. ASCO's facility, the product shipped to ASCO with a return authorization number and warranted hereunder which does not conform to this Warranty. If replacement parts, components or products are shipped or caused to be shipped by ASCO prior to inspection of the product claimed to be defective, the replacement parts, components or products shall be invoiced in the full current price amount and shipped freight collect F.O.B. ASCO's facility. If ASCO's inspection determines that the returned item(s) is covered by this warranty, User will be issued a credit in an amount equal to the price previously invoiced. Warranty coverage will be provided only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ASCO.

**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, ASCO 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 an ASCO product covered by this 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. ASCO must receive written notice of any claim for Connected Equipment Coverage within thirty (30) days following the occurrence of an electrical surge. The ASCO product will be inspected by ASCO for electrical surge damage. The ASCO product must show signs of electrical surge damage or must perform outside (greater than 10%) of design specifications for surge protection capability for coverage to apply.

**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 the warranted ASCO product 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 also 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 SA060000, MRE060000, S50A with the addition of a properly installed SAT1 and SAVFFF 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.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations or specifications, or in any event if the ASCO serial number has been altered, defaced, or removed. Notwithstanding the foregoing, the following Acts of God are covered: lightning-induced surges, which are transients, spikes or other sub-cycle discontinuous events impinging on normally applied voltage as defined by reference data in the latest version of IEEE C26.41 and the ASCO product performance specifications.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY use of the ASCO product in combination with any electrical or electronic components, circuits, systems, assemblies, or other materials not furnished by ASCO. ASCO does NOT warrant the suitability for use or the results of the ASCO product in combination with the products of others.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

**DISCLAIMER OF IMPLIED WARRANTIES:**

THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY ARE THE EXCLUSIVE AND SOLE WARRANTIES GIVEN BY ASCO FOR SURGE PROTECTION PRODUCTS AND ARE IN LIEU OF ANY PRIOR, CONTRARY, OR ADDITIONAL EXPRESS WARRANTIES OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ALL IMPLIED WARRANTIES ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR OWNER'S USE OR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS FOR THE CORRESPONDING EXPRESS WARRANTIES, ABOVE.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**DISCLAIMERS AND EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION

LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

No agent or representative of ASCO, nor any retailer or installer of the ASCO product, has any express or implied authority to make any representation promise, guarantee, or warranty not stated here.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

**Miscellaneous:**

NO SALESPERSON, EMPLOYEE OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO's timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

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