



**ECC-PCS-15, ECC-PCS-20**

## **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. ("ESP") warrants to the original purchaser ("Buyer") that your ESP product having a model number ECC-PCS-15 and ECC-PCS-20 ("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 Lifetime Product Warranty"). Subject to applicable law, the Limited Lifetime Product Warranty is subject to the limitations and conditions set forth below. The Limited Lifetime Product Warranty applies to all components of the Product. 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, from the date of original purchase and for as long as you are the original owner of a Product, if your properly connected electronics equipment ("Equipment") is damaged as a result of, or in conjunction with, the Product sacrificing itself to protect your Equipment during a severe Power Line Disturbance or Data Line Disturbance (as defined below\*), ESP 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 ESP ("Reimbursement Amount"), but in no event shall the Reimbursement Amount exceed a maximum of one hundred thousand dollars USD (\$100,000 USD) in the aggregate, per Product ("Limited Connected Protection Warranty" or "Limited Five (5) Year Connected Protection Warranty"). The ESP ECC-PCS-15 and ECC-PCS-20 Limited Connected Protection Warranty is limited to five (5) years from the date you purchase the Product and is subject to the provisions and the limitations and conditions set forth below, or if a new Product is provided to you due to a warranty claim, then five (5) years from the date such new Product is shipped to you.

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

### **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 your Product sacrifice itself and your Equipment suffers damage, please immediately call our Customer Service Department toll free line at 1 (800) 645-9721 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 ESP 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 ESP.

- c. ESP will repair or replace the defective Product, in ESP's sole discretion and return the repaired or replacement Product to you at no charge. ESP 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.
- 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, ESP, 8001 Knightdale Blvd., Suite 121, Knightdale, NC 27545. If your Equipment requires replacement, contact the claims manager at 1-800-645-9721 for authorization.

### **2. LIMITATIONS ON ESP WARRANTIES:**

- a. In the event of a defect in material and/or workmanship of a Product covered by the Limited Lifetime Product Warranty, the Buyer's exclusive remedy will be for ESP, 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. ESP will make commercially reasonable efforts to return the repaired or replacement Product to the Buyer within thirty (30) days of ESP receiving the defective Product. THE EXCLUSIVE REMEDY UNDER THE LIMITED LIFETIME 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 ESP, EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE PRODUCT.
- b. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE ESP 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 PARTICULAR PURPOSE), DO NOT COVER, AND ESP 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 (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.

- c. EXCLUSION OF OTHER WARRANTIES: THE ESP 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 LIFETIME PRODUCT WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation(s) may not apply to you.
- e. The ESP 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 ESP Warranties, ESP 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. 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. The Limited Five (5) Year Connected Protection Warranty only applies to Equipment damaged by power anomalies within the scope of protection provided by the Product model as defined by Exhibit A. The Connected Protection Warranty only applies to Product that has failed, and therefore has failed to protect connected equipment. A "failed" Product is one that is found to no longer perform to original specifications. All failed Product must be returned to ESP for proper testing/analysis to determine if the Product is performing to original specifications.
- 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 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 ESP 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 ESP 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 ESP Warranties. The use of any other ground wire(s) or any other connection(s) is not permitted and, if used, voids the ESP 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 ESP 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 ESP Warranties. Please consult with the ESP product customer support hotline at 1-800-645-9721, or our website at [www.espei.com](http://www.espei.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 comète de service électrique.
- m. The compensation or reimbursement to be paid by ESP to the Buyer for any claim under the Limited Five (5) Year Connected Protection Warranty, at the sole option of ESP, will be subrogated under any existing insurance policies or warranties available to the Buyer. Specifically, the amounts to be paid by ESP 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 ESP 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 ESP Warranties shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the ESP Warranties shall continue in full force and effect.
- o. The ESP Warranties give you specific legal rights, and you may also have other rights which vary from state to state.

