



A Fifteen Year Residential Extended Surge Suppressor Limited Warranty [This is not an insurance program.]

A. What Does This Warranty Cover? Meter-Treater, Inc. (MTI) warrants to its Customers that the hardware surge protection device (SPD) that MTI manufactures and sells will be free from defects in materials and workmanship. This extended limited warranty covers consequential damages to standard residential equipment, as defined herein, as a result of a transient voltage or surge voltage as defined by IEEE C62 Standards. Standard residential equipment is defined as 'white appliances' such as HVAC, clothes washers and dryers, refrigerators, dishwashers, electric ranges and other major home appliances located within the residence or within four (4) feet of the residence. If an appliance is not listed above, then the general determination for warranty coverage is that the appliance must be a motor-driven load within the residence. MTI will make the final determination.

This warranty is transferable to the utility customer, however, adequate care and maintenance is required per **Section D**. Lack of proper care or maintenance may void this warranty. This warranty does not cover any SPD where MTI's nameplate or other identification has been deliberately tampered with or removed.

For those units shipped prior to July 19, 2023, the original published warranty terms remain.

B. How Long Does the Coverage Last? This warranty is valid fifteen (15) years starting from the date of manufacture. If you have questions as to the date of the original shipment, please contact MTI. This warranty cannot be purchased after the SPD is placed in service.

C. What Will Meter-Treater, Inc. Do?

If any SPD proves defective during the applicable warranty period, MTI will repair or replace the SPD. MTI's sole liability and the customer's sole remedy for failure of the SPD shall be limited to repair or replacement. If it is determined that a transient voltage/surge entered via the utility's power line and passed through the SPD causing consequential damage to standard residential equipment or residential appliances located inside a single-family residence, then the proper warranty procedures as described in **Section E, "How To Get Service?"** should be followed. The SPD's light(s) must be extinguished with power applied and surge activity must be verified by MTI.

MTI's liability, per occurrence, will not exceed \$5,000, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific device or appliance with a maximum of \$500,000 over the life of this warranty. Upon evaluation, you will be notified of the status of your warranty assessment. If it is determined that you are entitled to compensation, you will be given either the fair market value of the damaged equipment immediately preceding the failure, reimbursed for reasonably incurred repairs, or paid the cost of reasonable estimated repairs, at the discretion of MTI, up to the cap set forth above. Determination of fair market value will be at MTI's sole discretion.

D. What Does This Warranty Not Cover? The intent of this warranty is not to replace damaged equipment with new items.

This warranty shall not apply to any defect, failure, damage caused by improper installation, improper use, or inadequate maintenance or care. MTI shall not be obligated to furnish service under this warranty (a) to repair damage resulting from connection to incompatible equipment; or (b) to service a SPD that has been modified, altered or integrated with other products when such modification, alteration, or integration increases the time or difficulty of servicing the SPD.

This warranty excludes:

1. Bodily injury to persons;
2. Defects caused by or damages resulting from operation of the SPD under conditions exceeding MTI's published specifications, such as continuous steady overvoltages as a result of power delivery system revisions, updates, damages or flaws;
3. Equipment or appliances in or associated with detached or stand-alone structures, water systems, sewer systems, and/or irrigation systems including damages to water pumps such as but not limited to sump pumps, sewage pumps, effluent pumps, utility pumps, jet pumps, well pumps, fountain and pond pumps as well as all supplementary pump equipment;
4. Detached or stand-alone structures such as but not limited to barns, guest homes, pool houses, detached garages, and sheds;
5. Structural damage and damages to the electrical system including but not limited to wiring, electrical outlets, GFI/GFCI, breaker panels and meter sockets;
6. Electric vehicles such as but not limited to mobility scooters, cars, golf carts and their electric vehicle charging stations or chargers; Electric drones or electric drone chargers.
7. Energy generated on-site from sources other than the power company's electrical system such as but not limited to solar, wind, and natural gas. The SPD will not provide protection for downstream equipment on any of these supplemental systems. These systems may require additional protection and an on-site review to determine individual needs.
8. Generators and any damages caused by an on-site backup generator;
9. Elevators, dumb waiters, vertical platform lifts, wheelchair lifts, and stair lifts;
10. Loss of food, data, information or any other materials or products stored on or in appliances or in-home equipment.
11. All stand alone "electronic equipment" using microchip, microprocessor or transistor technology such as but not limited to computers, game consoles, home theater equipment, intercoms and security systems;
12. Damages caused by negligence in the use of the SPD or any damages caused by a defective SPD other than physical damage to Standard Residential Equipment.

Due to the unpredictable nature of power distribution faults, power outages, lightning, and continuous steady over-voltages as a result of power system delivery or faults, MTI will not be liable for any damage to products, structures, or wiring resulting from such causes. Under no circumstances, will MTI guarantee performance for a lightning strike not carried down the utility power lines and through the utility transformer and then the SPD to the residence.

Notwithstanding any other term of the warranty, in no event will medical or life support equipment be covered under this warranty.

MTI shall only be liable to pay those damages incurred which are covered under this Warranty and for which you have not recovered or do not intend to recover from a third party or insurance carrier. In no event shall you be entitled to a "double recovery".

Any and all possible subrogation claims which may be made by a homeowner's insurance company are hereby waived. Homeowner expressly acknowledges this provision and intends for its insurance company to be bound by this subrogation prohibition.

E. How To Get Service? The intent of this warranty is not to replace damaged equipment with new items.

Product Warranty Procedure: In order to obtain service under this warranty, MTI must be given notice of the defect within seven (7) working days of discovery of the damaged SPD. MTI must be contacted to obtain a Return Merchandise Authorization (RMA) number. The SPD must be removed and returned to MTI with shipping prepaid. A letter explaining what damage was sustained and how the damage occurred should be included. MTI will pay for the shipping charges to return the SPD, after our inspection.

Consequential Residential Equipment Warranty Procedure: If you believe that you have consequential equipment damage, MTI must be given notice of connected equipment damaged within seven (7) working days of discovery of the damaged equipment. At that time, a warranty documentation form will be forwarded to you, which must be completed and filed within thirty (30) calendar days of you notifying us of the claim. The warranty documentation form must be completed in its entirety and returned along with the failed SPD, according to the *Product Warranty Procedure* above. Further, a detailed description of the nature and extent of the repairs done and all consequential damage that occurred should be attached to the warranty documentation form. If the repair has not been done at the time the warranty documentation form is submitted, you must send an estimate of the needed repairs with the warranty documentation form. You agree to cooperate with MTI in the processing of your claim and provide any supplemental information requested by MTI within ten (10) business days of such request. Failure to provide the requested information within ten (10) business days will result in the claim being rejected. Thereafter, MTI shall have no further liability for the claim. The electric utility company, electrician, MTI or an authorized representative of MTI reserves the right to inspect the damaged equipment parts, as well as the installation location. Damaged parts must remain available for inspection until the warranty assessment is finalized.

The SPD's light(s) must be extinguished with power applied and surge activity must be verified by MTI. MTI shall be the sole judge of the SPD's failure.

F. No Liability To Multiple Parties

In the event a warranty claim is made hereunder by someone other than the owner/title holder of the property for which a warranty claim is made (referred to herein as "Claimant"), then and in such event, Claimant agrees as follows: Claimant shall defend at its sole cost and shall fully indemnify and hold harmless MTI and its officers, directors, employees, contractors, sub-contractors, agents, advisors and representatives (each, an "Indemnified Party") from any and all liabilities, obligations, claims, suits, contingencies, damages, losses, fines, penalties, interest, costs and expenses (including all court costs, costs of investigation and reasonable attorneys' fees), etc. (collectively, "Losses") that MTI or such other Indemnified Party may suffer or incur as a result of or relating to any claims made by the owner/title holder of the property for coverage under this warranty. Claimant understands that only one claim can be made per incident and that MTI shall not be liable to multiple parties. MTI shall select counsel of its choice in connection with defending any such claims, demand or action. MTI may deduct or withhold money due from MTI to Claimant hereunder to cover such Losses if multiple claims are made. In the event such set-off or withholding is insufficient to cover the Losses, Claimant shall remain liable for any balance.

G. How Does State Law Apply?

These are the sole warranties made by Meter-Treater, Inc. with respect to the residential use of the Meter-Based 400/500/575/CL320 Series, the MAP Series, and the Hardwire RCHW Series. No other express or implied warranties are given. Also, other than provided for above, consequential and incidental damages are not recoverable under this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.

Meter-Treater, Inc.,
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*This warranty complies with the Magnusson-Moss Act.
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