

# A TEN YEAR EXTENDED SURGE SUPPRESSOR 'LIMITED' WARRANTY

For Tampa Electric Company Consumers Only.

#### This warranty has specific limitations and is not an insurance policy.

## A. What Does This Warranty Cover?

Meter-Treater, Inc. warrants to its Customers that the hardware products that Meter-Treater, Inc. manufactures and sells will be free from defects in materials and workmanship. This optional extended limited warranty covers consequential damages to the electro-mechanical components of standard residential equipment, as defined herein, as a result of a power line disturbance. Standard residential equipment is defined as electro-mechanical components of appliances, such as clothes washers and dryers, refrigerators, dishwashers, electric ranges, and other major home appliances that are motor driven or mechanical in nature. This warranty is transferable from the utility to the customer, however, adequate care and maintenance is required per **Section D**. Lack of proper care or maintenance may void this warranty. This optional extended limited warranty does not cover any product where Meter-Treater, Inc.'s nameplate has been deliberately tampered with or removed.

## B. How Long Does the Coverage Last?

This warranty is purchased concurrently with the product purchase and shall be valid ten (10) years starting from the date of installation, but in no event eleven (11) years from the date of the original shipment by Meter-Treater, Inc. If you have questions as to the date of the original shipment, please contact Meter-Treater, Inc. for further information.

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

If any such product proves defective during the applicable warranty period, Meter-Treater, Inc. will repair without charge for parts and labor or will provide a replacement in exchange for the defective product. Meter-Treater, Inc.'s sole liability and the customer's sole remedy for failure of this product shall be limited to the repair or replacement of the product. If it is determined that a transient voltage/surge current should pass through the Meter-Treater, Inc.'s meter based adapter and cause consequential damages to standard residential equipment or residential appliances located inside a single family residence, proper claim procedures should be followed as described in **Section E**, **"How To Get Service?"**. The meter-based adapter must show an indication of activation and the fuse wire(s) must have disconnected.

Meter-Treater, Inc.'s liability will not exceed \$5,000.00 to any one (1) specific device or appliance, per occurrence, with a maximum of \$1,000,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim. In addition, if it is determined that you are entitled to compensation, you will either be given 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. Upon receipt of a failed meter based surge protector, a replacement or repaired unit will be provided.

## D. What Does This Warranty Not Cover?

This warranty shall not apply to any defect, failure, damage caused by improper use, or inadequate maintenance or care. While necessary maintenance, installation or repairs on your Meter-Treater, Inc. surge suppressor may be performed by any company, we recommend that you use only authorized Meter-Treater Service Centers. Meter-Treater, Inc. 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 product that has been modified, altered or integrated with other products when such modification, alteration, or integration increases the time or difficulty of servicing the product. This warranty excludes all wells and well pump equipment. This warranty excludes bodily injury to persons, defects caused by or damages resulting from misuse of the product, operation of the product under conditions exceeding Meter-Treater, Inc.'s specification, such as continuous steady over-voltages as a result of power delivery system damage or flaws, any structural or electrical system damage to the facility where the device is installed or negligence in use of the product. Due to the unpredictable nature of power distribution faults, lightning, and continuous steady over-voltages as a result of power system delivery or faults, Meter-Treater, Inc. will not be liable for any damage to products, structures, or wiring resulting from such causes. Under no circumstances, will Meter-Treater, Inc. guarantee performance for a direct lightning strike. This extended warranty excludes all "electronic equipment" using microchip or transistor technology, such as computers, stereos, televisions and VCRs. If Customer also purchases plug-in surge protectors, then the connected electronicequipment may be covered under a separate plug-in surge protector warranty.

Notwithstanding any other term of the warranty, in no event will medical or life support equipment be covered under this warranty. The meter-based adapter must show an indication of activation and the fuse wire(s) must disconnect.

#### E. How To Get Service?

*Product Claims Procedure*: In order to obtain service under this warranty, Meter-Treater, Inc. must be given notice of the defect within seven (7) working days of discovery of the damaged equipment. Meter-Treater, Inc. must be contacted to obtain a Return Merchandise Authorization (RMA) number. The device must be removed and returned to Meter-Treater, Inc. with shipping prepaid to:

Meter-Treater, Inc. 1349 South Killian Drive Lake Park, Florida 33403 Attn: Warranty Department RMA#

A letter explaining what damage was sustained and how the damage occurred should be included. Meter-Treater, Inc. will pay for the shipping charges to return the product to the customer.

*Consequential and Damaged Residential Equipment Claims Procedure*: If you believe that you have a consequential damage claim, Meter-Treater, Inc. must be given notice of connected equipment damaged within seven (7) working days of discovery of the damaged equipment. At that time, a claim form will be forwarded to claimant, which must be completed and filed within thirty (30) days. The claim form should be completed in its entirety and returned along with the failed surge suppression device, according to the *Product Claims 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 claim form. If the repair has not been done at the time the claim form is submitted, you must send an estimate of the needed repairs with the claim form. The electric utility company, electrician, Meter-Treater, Inc. or an authorized representative of Meter-Treater, Inc. reserves the right to inspect the damaged equipment parts, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Meter-Treater, Inc. shall be the sole judge of failure.

#### F. How Does State Law Apply?

THESE ARE THE SOLE WARRANTIES MADE BY METER-TREATER, INC. WITH RESPECT TO THE METER-BASED 400 SERIES AND THE HARDWIRE MODEL RCHW SO. NO OTHER EXPRESS WARRANTIES ARE GIVEN. ALSO, OTHER THAN PROVIDED FOR ABOVE, CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE NOT RECOVERABLE UNDER THIS WARRANTY. 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. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Meter-Treater, Inc. 1349 South Killian Drive, Lake Park Florida 33403 1-800-342-6890 / Fax 1-561-848-2372

A derivative of "A Ten Year Extended Surge Suppressor Limited Warranty". This document provides basic information for Tampa Electric Company consumers.

This warranty complies with the Magnusson-Moss Act Copyright 1998 Meter-Treater, Inc. Revised 06/01/04

(MS)WI171-06/01/04