

Siemens Industry FirstSurge Surge Protection Limited Warranty Terms, Conditions and Limitations

I. SPD WARRANTY COVERAGE:

During the time period (the "Warranty Term") stated below and subject to all Conditions and Limitations stated below, Siemens Industry warrants to the original purchaser who purchases a new Siemens Surge Protective Device ("SPD") directly from Siemens Industry or its authorized distributor that the SPD is free of any significant defect in design, materials and workmanship and further warrants the SPD against damage by an electrical surge as defined by IEEE C62.41 (except and excluding any sustained over-voltage and any direct lightning strike). Should the SPD be determined to be defective or damaged by electrical surge during the applicable Warranty Term, Siemens Industry will either repair the SPD or replace it with a product of like kind and quality for the benefit of the original purchaser, at the election of Siemens Industry.

Total Home Surge Protection Products

SPD Part Numbers	Warranty Terms
FS060, FS100, FS140	10 years after purchase date
TPS3A1120D	10 years after purchase date
TPS3AL12300X0	10 years after purchase date
TPS3A03050	5 years after purchase date
FSCATV	5 years after purchase date
FSPHONE	5 years after purchase date

II. 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, Siemens Industry 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 SPD covered by the SPD 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. Pre-configured package (FS060TCP) that includes properly connected part number FirstSurge (FS060, FS100, FS140), TPS3A1110D, or TPS3AL12300X0, with the addition of a properly installed FSCATV or FSPHONE are warranted for a period of 10 years, subject to all Conditions and Limitations stated below.

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 a warranted FS060, FS100, FS140, TPS3A1110D, or TPS3AL12300X0 at the time of the electrical surge that causes the damage; and 2) if the damaged item is properly connected to a warranted TPS3A03050 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. 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 FirstSurge SPD part number – FS060, FS100, FS140, TPS3A1110D, or TPS3AL12300X0 with the addition of a properly installed FSCATV, or FSPHONE 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.

III. CONDITIONS AND LIMITATIONS

3.1 Assignment: THIS WARRANTY MAY NOT BE ASSIGNED. The defective or damaged SPD/s must have been purchased directly from Siemens Industry or from an authorized distributor and be owned by the original purchaser of the SPD/s at the time of warranty claim. Proof of purchase must be provided to Siemens Industry with each notice of claim.

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3.2 Conditions: The Siemens Industry Warranty applicable to every SPD and the Covered Equipment Coverage are subject to and conditioned upon the following requirements being fully satisfied:

- (a) All electrical work must be performed by a qualified technician. Always follow the National Electrical Code (NEC), or the Canadian Electrical Code (CEC) as well as all local, state and provincial codes. Code questions should be directed to your local electrical inspector or code enforcement agency. Failure to follow electrical codes and OSHA safety standards may result in personal injury or equipment damage. Failure to follow manufacturer's installation instructions may result in electrical shock, fire hazard, personal injury, death, damage to equipment, unsatisfactory performance and may void manufacturer's warranty.
- (b) The electrical system into which the SPD is installed must be properly grounded in full satisfaction of the National Electrical Code (NEC) or Canadian Electrical Code (CEC) requirements.
- (c) The SPD must be properly installed and connected in compliance with Siemens Industry instructions by a licensed electrician or electric utility company personnel and in accordance with all local, state and provincial codes, and the requirements stated below:
 - (1) Total Home Protectors: Siemens Industry's AC Protector/s (FS060, FS100, FS140, TPS3A1110D, or TPS3AL12300X0) and incoming cable/telephone (FSCATV or FSPHONE) protectors are recommended to be installed by a licensed electrician or electric utility personnel. Siemens Industry installation instructions and diagrams must be followed. The FS060, FS100, FS140 must be installed to a spare two-pole 20A breaker, and the installation wires should be trimmed to be as short as possible. When installed, the appropriate indicator lights must be illuminated along with no audible alarm sounding. Installation must conform to the most current applicable codes (NEC or CEC). The AC power electrical system must be properly grounded and the phone and coax ground must be bonded to the AC Power ground per NEC requirements.
 - (2) Exterior Protectors: Siemens Industry's HVAC, irrigation, or pool pump (TPS3A03050) protector is recommended to be installed by a licensed electrician. Siemens Industry installation instructions and diagrams must be followed. Installation must conform to the most current applicable NEC articles.
- (d) The SPD must be used at all times in the manner for which it is designed and intended by Siemens Industry.
- (e) The SPD must not have been modified or altered in any way.
- (f) Siemens Industry must receive written notice of any SPD defect within 30 days following discovery of the defect and written notice of any damage caused by electrical surge within 30 days following the occurrence.
- (g) The SPD will be inspected by Siemens Industry for electrical surge damage. The SPD must show signs of electrical surge damage or must perform outside (greater than 10%) of design specifications for surge protection capability.

3.3 Limitations: To the fullest extent permitted by law, and except for the expressed Siemens Industry Warranty and the Connected Equipment Coverage stated herein, Siemens Industry does not make and specifically disclaims any and all implied warranties, including warranties of merchantability and/or fitness for a particular use. In the event of a determination by Siemens Industry that an SPD is defective or has failed during the applicable Warranty Term, the responsibility of Siemens Industry will be limited to: 1) the repair or replacement of the SPD with a like kind and quality product, at the discretion of Siemens Industry; and 2) paying the cost to repair or replace damaged covered equipment, whichever amount is less. Siemens Industry shall not be responsible for consequential or incidental damages, including without limitation damages to equipment and loss of revenue. Siemens Industry shall not be responsible for charges related to the shipping of the damaged SPD to Siemens Industry for inspection.

IV. GENERAL PROVISIONS:

4.1 Applicable Law: All terms and provisions of the Siemens Industry Warranty and Connected Equipment Coverage shall be construed by, under and in accordance with the laws of the State of Florida, unless such application of law is specifically prohibited in any venue having proper jurisdiction to resolve issues involving the Siemens Industry Warranty and the Connected Equipment Coverage.

4.2 Dispute Resolution: Any claim, demand or issue pertaining to an SPD, the Siemens Industry Warranty and/or the Connected Equipment Coverage shall be settled and resolved by Arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Arbitration shall be conducted before a single arbitrator in Pinellas County, Florida. Any decision rendered in such Arbitration shall be final and binding upon all parties. The Arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages or attorney's fees. The Arbitration costs and Arbitrator fees shall be equally divided between the parties, and each party will pay its own Attorney's Fees.

4.3 Notice: Any notice to Siemens Industry shall not be deemed to be made unless and until it is received by Siemens Industry at the address stated below:

Siemens Industry
5400 Triangle Parkway
Norcross, GA 30092
usa.siemens.com/spd
1.888.333.3545