

## **\$100,000 CONNECTED EQUIPMENT WARRANTY**

DFS warrants to the original purchaser of any UtiliGuard® power quality system, for the life of the product, that the power quality systems shall be free of defects in design, assembly, material, or workmanship, and will repair or replace, at its option, any defective UtiliGuard® free of charge.

DFS, will repair or replace, at its option, any equipment which is damaged by a transient voltage surge/spike (an "Occurrence"), while properly connected through a UtiliGuard® power quality system to a properly wired AC power line with protective ground. (For Model SP240: 120/240V, Model 208 WYE: 120/208V-WYE, Model 240Delta: 120/240V-Delta, Model 480WYE: 277/480V.

This Connected Equipment Warranty is a Limited Warranty, subject to the limitations and exclusions set forth herein.

In the event a surge/spike/catastrophic electrical event occurs, and the UtiliGuard® power quality system fails (as noted by extinguished LED indicator light), allowing surge/spike/catastrophic electrical event to travel down line and damage connected electrical equipment, then the following would apply:

DFS. will spend, to repair or replace the damaged connected equipment, at DFS's option, an amount equal to the fair market value of the damaged equipment or the original price of the equipment, whichever is less, up to the maximum amount of \$100,000.

The fair market value of the equipment shall be the current value of the equipment specified in the most recent edition of the Orion Blue by Orion Research Corp., Roger Rohrs Publisher.

DFS reserves the right to review the damaged UtiliGuard® power quality system, the damaged equipment, and the site where the damage occurred. All costs of shipping the UtiliGuard® power quality systems and the damaged equipment to DFS for inspection shall be borne solely by the purchaser. DFS reserves the right to negotiate the cost of repairs. If DFS determines, in its sole discretion, that it is impractical to ship the damaged equipment to DFS, DFS may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, DFS reserves the right to be subrogated under any existing insurance policies the claimant may have.

All the above warranties are null and void if the UtiliGuard® power quality system in use during the occurrence is not provided to DFS for inspection upon DFS's request at the sole expense of the purchaser, DFS determines that the UtiliGuard® power quality system has been improperly installed, altered in any way, tampered with, DFS determines that the damage did not result from the occurrence or that no occurrence in fact took place, the repair or replacement of the damaged equipment is covered under a manufacturer's warranty, or DFS determines that the connected equipment was not used under normal operating conditions. Any such installation voids the warranty. The DFS Connected Equipment Warranty only protects against damage to properly connected equipment where DFS has determined, in its sole discretion, that the damage resulted from an occurrence, and does not protect against acts of God such as flood, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration.

This warranty contains the sole warranty of DFS, there are no other warranties, expressed or, except as required by law, implied, including the implied warranty or condition of quality, merchantability or

fitness for a particular purpose, and such implied warranties, if any, are limited in duration to the terms of this warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

In no event shall DFS be liable for incidental, special, direct, indirect, consequential or multiple damages such as, but not limited to, lost business or profits arising out of the sale or use of any UtiliGuard® power quality system, even if advised of the possibility of such damages. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitations may not apply to you.

This warranty is valid only for the original purchaser of the product. The original purchaser must complete and return the attached warranty card within 30 days of the date of purchase or the warranty is void. All damage claims against the product must be made within 15 days from the date of the occurrence and must be accompanied by a receipt for the damaged equipment or the warranty is void.

Valid only in the United States.

To file a claim against the DFS Connected Equipment Warranty, you must take the following steps:

- You must have completed and submitted the enclosed warranty registration form to DFS within 30 days from the date of installation
- Contact DFS 609 E. Gibson St. Covington, LA 70433 Attn: Customer Service within 15 days of the occurrence.
- Be prepared to provide the following information:
  1. The serial number of the UtiliGuard® power quality system.
  2. The equipment that was connected to the Surge Suppressor at the time of the occurrence.
  3. The equipment that was damaged during the occurrence and the extent of the damage.
  4. The date of the occurrence.
  5. Where you purchased the UtiliGuard® Power Quality System.
  6. When you purchased the UtiliGuard® Power Quality System.
- Your DFS Customer Service Representative will then instruct you on how to forward the equipment, receipt, UtiliGuard® power quality system in use during the “occurrence”, and how to proceed with your claim.