

# Brooks Utility Products SurgeGuard™ Meter Base Surge Arrester Limited Warranty

## SCOPE OF COVERAGE:

Brooks Utility Products, hereafter the Manufacturer, warrants this product to be free from defects in materials and workmanship for a period of fifteen (15) years from the date of manufacture.

In addition, the Manufacturer provides to the customer, hereafter the Purchaser, extended warranty against consequential damage to residential appliances, which are of electro-mechanical nature. Such products are defined as: washers, dryers, refrigerators, freezers, dish washers, electric ranges, HVAC units, garbage disposal units, sump pumps, and other such mechanical or motor driven appliances.

The Manufacturer and the Purchaser mutually acknowledge that the product by its nature may be subject to degradation as a consequence of the number and severity of surge and transient experiences during normal operation, and that this Warranty excludes such gradual degradation.

## SCOPE NOT COVERED BY THIS WARRANTY:

This product is provided as a primary point-of-entry protection device. As such it is not intended, nor possible, to limit all incoming surges to levels acceptable to all sensitive electronic appliances. This Warranty expressly excludes coverage of "electronic equipment" employing semiconductor or microprocessor technology. Such products include, but are not limited to, VCRs, DVD Players, Blu-Ray Players, televisions, personal computers, tablets, microwave ovens, and other audio/visual or similar electronic equipment.

The Manufacturer strongly recommends that in addition to this primary protection device, the Purchaser provide secondary point-of-use, plug-in protection to all sensitive electronic equipment.

In no event does this Warranty cover medical or life support equipment and it expressly excludes bodily injury to persons.

This Warranty does not apply to any failure or damage caused by improper use, misapplication, lack of care, inadequate maintenance or operation of the device under conditions exceeding the Manufacturer's specifications. This Warranty does not cover damage due to sustained over-voltages, theft, abuse, misuse, or catastrophic events.

This Warranty shall be rendered void if the protection device is not installed in accordance with all applicable Codes and authorities having jurisdiction as well as the

Manufacturer's instructions. For proper function of the unit, it is important that connection to an adequate ground system be provided.

## LIMITS OF LIABILITY:

This Warranty applies to the original Purchaser (or Lessee) only and is secondary to any applicable warranties, service contracts and other insurance or policy held by the homeowner. The Manufacturer's responsibility is limited to the cost of repair or (similar) replacement of the damaged appliance at the Manufacturer's sole discretion. All claims must be lodged within 30 days of the damage occurring.

Despite the foregoing, the Manufacturer's liability is limited to an amount not exceeding \$1,000 for any single claim, and \$10,000.00 per household.

## HOW TO FILE A CLAIM:

The surge protection device is fitted with and LED indicator, which indicates the normal operation or the end-of-life status of the device.

In order to honor a claim against this Warranty, the indicator must indicate that the protection device has failed.

In the event of a claim, the Claimant should contact the Utility Company within 14 days of discovery. The Utility Company shall contact the Manufacturer and a Return Materials Authorization (RMA) number will be issued.

The Utility Company will provide the Claimant with a claim form to be completed in its entirety and submitted with the protection device to the Manufacturer within 30 days of receipt. An estimate for the repair / replacement of the damaged appliance, or repair bill, should also be obtained from an approved service center and submitted as an attachment to the claim. The failed SurgeGuard device together with proof of purchase, must accompany the return. The Purchaser is advised that the local utility is required to remove the failed SurgeGuard device. The RMA number must be clearly marked on the outside of the shipping container as well as on the unit being returned and forwarded, freight and duty prepaid, to:

Brooks Utility Products  
23847 Industrial Park Drive  
Farmington Hills, MI 48335

The Purchaser is responsible for all freight; postage expense and service calls needed as a result of any incurred damage.

The Manufacturer or his appointed Representative (including the electric utility, serviceperson), reserves the right to inspect the damaged appliance(s) and the location and method of installation of the protection device. All appliance damage claimed must remain available for inspection until the filed claim is resolved.

The Manufacturer shall at his sole discretion accept a filed claim. Upon acceptance of a claim, the Manufacturer will make good to the Purchaser within the limits of the extended liability. The Manufacturer will also provide a replacement protection device for that failed in service.

Acceptance of a claim does not constitute acceptance of any liability on behalf of the Manufacturer.

This Warranty does not indemnify the Purchaser for any consequential claim for damage or loss of operations or service or profits.

## REMEDY AND STATE LAW:

This is the sole Warranty provided by the Manufacturer. No other express or implied warranty is provided. The giving of, or failure to give, any advice or recommendations by the Manufacturer shall not constitute any liability. This Warranty is in lieu of any and all other warranties expressed, implied or statutory as of the merchantability, fitness for purpose sold, description, quality, productiveness or any other matter.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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. This Warranty is valid in the United States of America and Canada only and endures for a fifteen (15) year period from the date of manufacture.

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