

# Tesco Surge Arrestor Limited Product Warranty

## For Premium Surge Residential Customers

TESCO • 8440 SE SUNNYBROOK BLVD, SUITE-206 • CLACKAMAS, OR 97015 • FAX: 1.503.654.9297

TESCO HEREIN PROVIDES A LIMITED PRODUCT WARRANTY ONLY.  
THIS IS NOT AN INSURANCE POLICY.

**1. Limited Warranty and Warranty Period.** Tesco warrants that each Tesco Surge Protector, when installed according to Tesco installation instructions/specifications and used for the purposes intended by Tesco, will be free from defects in its material and workmanship and will meet the written engineering specifications and test standards prepared by Tesco. This Limited Warranty will be in effect for ten (10) years from the first date the Surge Protector is first installed for **any** customer. "Customer" is defined as the owner of the residential dwelling to which the Surge Protector(s) is attached and is also the person responsible for payment of the service. The First Installation Date of each System should be documented, but if not available will be determined by Tesco in its reasonable discretion.

**2. Covered Claims.** If a surge passes through a failed Tesco Surge Protector, Tesco will repair damage to or replace the following (except as stated in Paragraphs 3 and 4 below):

- The Surge Protector
- In-home household electronic equipment and mechanical appliances that are down-line of the Surge Protector
- Each item is warranted up to \$5,000 per item and an aggregate \$50,000 per failure.
- Tesco will pay for repair or replace with like kind, quality, and features of warranted items.
- Personal home office equipment such as computers, fax machines, modems, copiers, printers, scanners, etc., that are used in a home office in the participating residential customer's primary living dwelling is covered under this warranty.

**3. Warranty Exclusions.** Tesco is **not** responsible for any damage to the Surge Protector or any downline, in-home electronic equipment or mechanical appliances, if in Tesco's sole and reasonable discretion, the damage has been caused by any of the following:

- Power surges subverting the Protector and entering the building to which the Protector is affixed by other means of transmission; Installation of the Surge Protector contrary to Tesco installation instructions
- Misuse or abuse of the Protector; alteration of the Protector or to the electrical, telephone, or cable system to which it is installed
- Over-voltages passing through the Protector (an "over-voltage" is any transmission greater than nominal voltage, including but not limited to that occurring when a high-voltage line comes in contact with a low-voltage line or neutral, a telephone line, a CATV line)
- A damaged or lost system "Neutral"
- Damage caused by direct lightning strikes to the protected property, near-hit lightning strikes that bypass the surge protection device, earthquakes, natural disasters, brownouts, under-voltage, power outage and acts of God, except lightning in the limited circumstances described
- Any event for which a state of emergency is announced by any governmental authority concerning the Customer's geographic region or jurisdiction.

**4. Excluded Items.** This Limited Warranty does **not** cover any damage to or from any of the following:

- Real property and fixtures
- Equipment or appliances in or associated with detached buildings or fixtures, including but not limited to garages
- Personal property, which in Tesco's reasonable discretion does not constitute ordinary in-home electronic equipment or mechanical appliances

- In-home electronic equipment or mechanical appliances which in Tesco's reasonable discretion deems to be used primarily for commercial purposes or extraordinary home office/business purposes
- Medical, health-care, and life-support equipment
- Products, materials, data, or information used or stored on or in in-home electronic equipment or mechanical appliances.

**5. Remedy for Breach of Limited Warranty.** Customer's sole and exclusive remedy for this Limited Warranty will be to require Tesco to repair or replace the Protector, and if applicable to repair damage to downline, in-home electronic equipment and

mechanical appliances, or replace with like kind, quality, and features, up to \$5,000 per item, but not to exceed an aggregate \$50,000 per failure. However, TESCO SHALL HAVE NO LIABILITY PURSUANT TO THIS LIMITED WARRANTY AND NO OBLIGATION TO REPAIR OR REPLACE ANY SYSTEM OR ANY EQUIPMENT OR APPLIANCE UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED:

- Upon installation of the System, Customer receives a complete copy of this warranty from the Utility.
- Not more than fourteen (14) days after Customer's discovery or suspicion of a failed/damaged Surge Protector, Customer delivers to Utility or Tesco at the above address (by U.S. mail, parcel service, phone call to the Utility customer service, or facsimile transmission) notice of such failure and any alleged damage covered by this Limited Warranty.
- The Surge Protector was not altered and was at all times handled, installed, maintained, and used by Customer and/or Utility in accordance with this Limited Warranty, all written instructions, specifications, and warnings furnished by Tesco.
- The customer may be required to deliver to Utility or Tesco a true, accurate, and reasonable written estimate by a qualified professional of the value and cost of repair (and description of the damage) for any downline, in-home electronic equipment or mechanical appliances allegedly damaged at the same time the Tesco Surge Protector failed. Tesco will determine in its reasonable discretion that there has been a failure of a Tesco Surge Protector resulting in a valid claim. In the event that Tesco is liable for a warranty claim, the decision between whether to repair or to replace the Surge Protector and any covered downline, in-home electronic equipment and mechanical appliances shall be made by Tesco in its sole discretion.

**6. Fraudulent Claims and Waiver of Right to Future Claims. CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER SUBMITS A FRAUDULENT CLAIM ON THIS LIMITED WARRANTY, CUSTOMER HEREBY WAIVES ITS RIGHT TO ALL FURTHER CLAIMS (FRAUDULENT AND NON-FRAUDULENT) OR REMEDIES FOR THE BREACH OF THIS LIMITED WARRANTY OR ANY OTHER IMPLIED WARRANTIES WHICH OTHERWISE MAY EXIST.**

#### **WARRANTY DISCLAIMERS**

1. TESCO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED HERE.
2. NO AGENT OR REPRESENTATIVE OF TESCO, NOR OF ANY RETAILER, LESSOR, OR INSTALLER OF THE SYSTEM, HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY NOT STATED HERE.
3. THIS LIMITED WARRANTY SETS FORTH ALL OBLIGATIONS OF TESCO IN THE EVENT DEFECTS APPEAR IN THE SYSTEM AND A SURGE PASSES THROUGH A FAILED SURGE PROTECTOR OR SURGE ARRESTER. THE REMEDIES STATED HERE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGE, LOSS, OR CLAIM.
4. TESCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.
5. 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 LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.