

# **PRODUCT WARRANTY STATEMENT**

SURGE-TRAP® RESIDENTIAL SURGE PROTECTIVE DEVICES
EFFECTIVE AUGUST 1, 2023

## MANUFACTURER'S LIMITED WARRANTY TERMS

Mersen warrants that your Mersen Surge Protective Devices – SPD products, shall meet applicable industry standards and specifications and be free from defects in both materials and workmanship, within the SPD product series warranty period as outline herein.

Original Purchaser's rights under the warranty shall consist solely of requiring Mersen to repair or replace at Mersen's discretion, free of charge, F.O.B. factory, any defective items received at said factory within said term determined by Mersen to be defective. The giving of or failure to give any advice or recommendations by Mersen shall not constitute any warranty by or impose any liability upon Mersen. The foregoing constitutes the sole and exclusive remedy of the original purchaser and the exclusive liability of Mersen AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVENESS OR ANY OTHER MATTER. In no event shall Mersen be liable. At the end of the warranty period, Mersen shall be under no further warranty obligation expressed or implied. The products covered by this warranty certificate can only be repaired or replaced by the factory. The foregoing warranty does not cover reimbursement for labor, transportation, removal, installation, or other expenses which may be incurred in connection with repair or replacement.

If a damage occurs on electronics equipment owned by the original purchaser, including, without limitation, refrigerators, freezers, air conditioners, stoves, ovens, microwave ovens, clothes washers and/or dryers, dishwashers, video equipment, televisions, computers, audio, and stereo components ("Connected Equipment"), and this damage is due to an electrical surge only, Mersen will pay to repair or replace the damaged Connected Equipment. This coverage is secondary to any applicable warranties, service contracts and / or all other insurance. If the claim is found to be valid, Mersen will pay up to the deductible of the homeowner's insurance or the cost of the damage, whichever is less, and shall in no event exceed \$25,000.

### WARRANTY PERIOD

The warranty period begins from the invoice date from Mersen or its authorized sales channel, based upon the respective product series below:

# STLC Series STXH Series Three (3) Years

Verify the unit has reached the end-of-life base on the status indication:

- Normal operation:
   Green LED illuminates
- End of life indication:
   Green LED turns off or illuminates Red LED

### The warranty on Connected Equipment applies when the following conditions are met:

- Proper installation in accordance with the installation instruction included within the product packaging; connected, and installed in a residential by qualified licensed electricians, complying with all National Electrical Code requirements for residential installations.
- The connected equipment must be UL or CSA approved, and damaged due to an AC electrical surge. The connected equipment
  warranty excludes damages caused by a surge coming through telephone cable, coax, or data cables feeding connected
  equipment.
- Failure due to direct lightning strikes and temporary overvoltage are not covered.
- · Mersen shall have the right to inspect the returned Product and/or Connected Equipment and determine whether it is defective.
- Mersen reserves the right to inspect the damaged components as well as the location where the components were in use (at Mersen's expense).
- This warranty specifically excludes sprinkler systems and hard-wired security alarm systems, garage door operators or outdoor equipment including outdoor HVAC units and window-mounted air conditioners.
- · Equipment or appliances are excluded when energized through alternative energy or energy storage systems out of the SPD circuit.
- The Product shall be used for residential applications. Commercial applications of the Product are excluded.

## WARRANTY LIMITATIONS

This warranty does not apply and does not assume risk of liability for results of the use of the products purchased for results of: (a) Misapplication of product beyond capacities other than specified on the nameplate, installation inconsistent with instructions, opening or tampering with the base or protection plugs, normal wear. (b) Unauthorized product modification or alteration. (c) Unsuitability of any product for use in any circuit or assembly. Use in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances. (d) Damages or loss associated with flood and earthquake, war, insurrection, terrorism, vandalism, theft, Erosion or Depletion, product misapplication or abused, inadequate storage, negligence. (e) This limited warranty is not transferable and applies to the original purchaser only.

## **WARRANTY CLAIM PROCEDURE**

- 1. Contact Mersen's Customer Care at +1-978-465-4853, Monday-Friday 8 am to 5PM EST, or email <a href="webfeedback.nby@mersen.com">webfeedback.nby@mersen.com</a> to obtain a Return Material Authorization number (RMA) and return material policy.
- 2. With the returned unit, please include a copy of the RMA. Provide full claimant's name, address, email and phone number, original dated sales receipt of the product, damage report including copy of the claim report by the homeowner's insurance company.
  - · Provide an independent written report of damage regarding the Product or the Connected Equipment.
  - File a claim for the damaged Product or Connected Equipment with your homeowner's insurance company.

Claim must be made within 30 days of failure. Repair or replacement will be returned to collect. If Mersen finds the return to be a manufacturer's defect, the product will be returned prepaid.

ep.mersen.com