

Siemens Canada Limited FirstSurge 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 Canada Limited warrants to the original purchaser who purchases a new Siemens Surge Protective Device ("SPD") directly from Siemens Canada Limited 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 (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 Canada Limited 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 Canada Limited.

Total Home Surge Protection Products

SPD Part Numbers	Warranty Terms
FS060, FS100, FS140	10 years after purchase date
TPS3A1120D2	10 years after purchase date
TPS3AL12300X02	10 years after purchase date
TPS3A030502	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 Canada Limited 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), TPS3A1110D2, or TPS3AL12300X02, 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, TPS3A1110D2, or TPS3AL12300X02 at the time of the electrical surge that causes the damage; and 2) if the damaged item is properly connected to a warranted TPS3A030502 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, TPS3A1110D2, or TPS3AL12300X02 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.

59 **3.2 Conditions:** The Siemens Canada Limited Warranty applicable to every SPD and the Covered Equipment Coverage are
60 subject to and conditioned upon the following requirements being fully satisfied:

- 61 (a) The electrical system into which the SPD is installed must be properly grounded in full satisfaction of CEC requirements.
62 (b) The SPD must be properly installed and connected in compliance with Siemens Canada Limited instructions by a
63 licensed electrician or electric utility company personnel and in accordance with the requirements stated below:
64 (1) Total Home Protectors: Siemens Industry's AC Protector/s (FS060, FS100, FS140, TPS3A1110D2, or
65 TPS3AL12300X02) and incoming cable/telephone (FSCATV or FSPHONE) protectors are recommended to be
66 installed by a licensed electrician or electric utility personnel. Siemens Industry installation instructions and diagrams
67 must be followed. The FS060, FS100, FS140 must be installed to a spare two-pole 30A breaker or less, and the
68 installation wires should be trimmed to be as short as possible. When installed, the appropriate indicator lights must
69 be illuminated along with no audible alarm sounding. Installation must conform to the most current applicable codes
70 (NEC or CEC). The AC power electrical system must be properly grounded and the phone and coax ground must be
71 bonded to the AC Power ground per NEC requirements.
72 (2) Exterior Protectors: Siemens Canada Limited's HVAC, irrigation, or pool pump (TPS3A030502) protector is
73 recommended to be installed by a licensed electrician. Siemens Canada Limited installation instructions and
74 diagrams must be followed. Installation must conform to the most current applicable codes (NEC or CEC).
75 (c) The SPD must be used at all times in the manner for which it is designed and intended by Siemens Canada
76 Limited.
77 (d) The SPD must not have been modified or altered in any way.
78 (e) Siemens Canada Limited must receive written notice of any SPD defect within 30 days following discovery of the
79 defect and written notice of any damage caused by electrical surge within 30 days following the occurrence.
80 (f) The SPD will be inspected by Siemens Canada Limited for electrical surge damage. The SPD must show signs of
81 electrical surge damage or must perform outside (greater than 10%) of design specifications for surge
82 protection capability.
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84 **3.3 Limitations:** To the fullest extent permitted by law, and except for the expressed Siemens Canada Limited Warranty and
85 the Connected Equipment Coverage stated herein, Siemens Canada Limited does not make and specifically disclaims
86 any and all implied warranties, including warranties of merchantability and/or fitness for a particular use. In the
87 event of a determination by Siemens Canada Limited that an SPD is defective or has failed during the applicable
88 Warranty Term, the responsibility of Siemens Canada Limited will be limited to: 1) the repair or replacement of the SPD
89 with a like kind and quality product, at the discretion of Siemens Canada Limited; and 2) paying the cost to repair or
90 replace damaged covered equipment, whichever amount is less. Siemens Canada Limited shall not be responsible for
91 consequential or incidental damages, including without limitation damages to equipment and loss of revenue.
92 Siemens Canada Limited shall not be responsible for charges related to the shipping of the damaged SPD to Siemens
93 Canada Limited for inspection.
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95 **IV. GENERAL PROVISIONS:**

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97 **4.1 Applicable Law:** All terms and provisions of the Siemens Canada Limited Warranty and Connected Equipment
98 Coverage shall be construed by, under and in accordance with the laws of the State of Florida, unless such
99 application of law is specifically prohibited in any venue having proper jurisdiction to resolve issues involving the
100 Siemens Canada Limited Warranty and the Connected Equipment Coverage.
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102 **4.2 Dispute Resolution:** Any claim, demand or issue pertaining to an SPD, the Siemens Canada Limited Warranty and/or
103 the Connected Equipment Coverage shall be settled and resolved by Arbitration administered by the American Arbitration
104 Association under its Commercial Arbitration Rules. The Arbitration shall be conducted before a single arbitrator in
105 Pinellas County, Florida. Any decision rendered in such Arbitration shall be final and binding upon all parties. The
106 Arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages or
107 attorney's fees. The Arbitration costs and Arbitrator fees shall be equally divided between the parties, and each party
108 will pay its own Attorney's Fees.
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110 **4.3 Notice:** Any notice to Siemens Canada Limited shall not be deemed to be made unless and until it is received by
111 Siemens Canada Limited at the address stated below:

112 Siemens Canada Limited
113 1577 North Service Road East
114 Oakville, ON L6H 0H6
115 www.siemens.ca/surge
116 info@purgethesurge.com
117 1.888.333.3545
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