

## **Surge Protection Products Two Year Limited Warranty**

This Warranty is given **ONLY** to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

### **General:**

Advanced Protection Technologies, Inc. ("APT") products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Two Year Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

### **TWO YEAR LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

### **APT Products Covered:**

Data / Comm DIN Rail Series, SPDee, and SPDee DC

### **Terms of Warranty:**

The foregoing Limited Warranty is conditioned upon User's compliance with the following:

1. The APT Product is installed in accordance with APT specifications and state and local codes and standards in the state of installation.
2. The APT Product is maintained in accordance with APT instructions and used under normal conditions for the purposes intended by APT.

As provided herein, the APT product is warranted to be free of defects in material and workmanship for a period of two (2) years from the date of shipment. The product shipment date will be determined only from the APT bill of lading. If any part or portion of the APT product fails to conform to the Warranty within the Warranty period, APT, at its option, will furnish new or factory remanufactured products for repair or replacement of that portion or part. This is a parts Warranty **ONLY** that does not include services; all services shall be provided by a qualified service provider.

### **Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the APT product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of APT.

### **Assignment of Warranties:**

APT assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the APT product and which are assignable, but APT makes **NO REPRESENTATIONS** as to the effectiveness or extent of such warranties, assumes **NO RESPONSIBILITY** for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### **Drawings, Descriptions:**

APT warrants for the period and on the terms of the Warranty set forth herein that the APT product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to APT's final invoices, and to applicable APT product brochures and manuals current as of the date of product shipment ("Descriptions"). APT does not control the use of any APT product. Accordingly, it is understood that the Descriptions are **NOT WARRANTIES OF PERFORMANCE** and **NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE**.

### **Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact APT at (727) 535-6339 or (800) 237-4567 and request a return authorization number. User shall ship the product to APT freight prepaid. APT products shipped without a return authorization number will be refused and returned freight collect to User at User's expense. APT products shipped by User which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User.

Subject to the limitations specified herein, APT will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. APT's facility, the product shipped to APT with a return authorization number and warranted hereunder which does not conform to this Warranty. If replacement parts, components or products are shipped or caused to be shipped by APT prior to inspection of the product claimed to be defective, the replacement parts, components or products shall be invoiced in the full current price amount and shipped freight collect F.O.B. APT's facility. If APT's inspection determines that the returned item(s) is

covered by this warranty, User will be issued a credit in an amount equal to the price previously invoiced. Warranty coverage will be provided only after APT's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of APT.

**Warranty Performance of Component Manufacturers:**

It is APT's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, APT may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in APT's opinion, such work can be performed in less time, with less expense, or in closer proximity to the APT product.

**Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-APT designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to APT's recommendations or specifications, or in any event if the APT serial number has been altered, defaced, or removed. Notwithstanding the foregoing, the following Acts of God are covered: lighting-induced surges, which are transients, spikes or other sub-cycle discontinuous events impinging on normally applied voltage as defined by reference data in the latest version of IEEE C62.41 and the APT product performance specifications.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the APT product or any part thereof or charges to remove or reinstall same at any premises of User.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY use of the APT product in combination with any electrical or electronic components, circuits, systems, assemblies, or other materials not furnished by APT. APT does NOT warrant the suitability for use or the results of the APT product in combination with the products of others.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS COVERED UNDER THIS WARRANTY ARE NOT DESIGNED FOR USE IN ANY NUCLEAR, MEDICAL, LIFE SUPPORT OR RELATED APPLICATIONS.

**Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE APT PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, APT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL APT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

**Miscellaneous:**

NO SALESPERSON, EMPLOYEE OR AGENT OF APT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an APT officer.

APT obligations under this Warranty are conditioned upon APT timely receipt of full payment of the product purchase price and any other amounts due. APT reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Florida, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between APT and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.