

1. Warranties on the Product and the Connected Equipment

Mersen warrants to the purchaser that the Surge-Trap ® STXH Series (“**Product**”) is free of defects in both materials and workmanship. The described warranty shall apply for a three (3) year-period from the date of purchase of the Product.

Furthermore, 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 only due to an electrical surge, Mersen will pay to repair or replace the damaged Connected Equipment.

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

- a) The Product and Connected Equipment shall be installed and connected in accordance with the instructions provided. The warranty does not apply if the Product or the Connected Equipment has been misused, abused, altered, tampered with, or used in applications other than specified on the nameplate.
- b) The claim procedure as described below shall be submitted within thirty (30) days after the occurrence of the damage.
- c) Mersen shall have the right to inspect the returned Product and/or Connected Equipment and determine whether it is defective.
- d) The damage shall not be caused by (i) an act of God, normal wear, (ii) improper storage, installation, operation, maintenance, accident, misuse, (iii) abuse or negligence of any party other than Mersen, (iv) direct or vicinity lightning strikes, (v) electrical disturbances exceeding published Product’s specifications, (vi) permanent overvoltage condition.
- e) The Product shall be used for residential applications. Commercial applications of the Product are excluded. Mersen assumes no risk or liability for results of the use of the Product from it, including but without limiting the generality of the foregoing: (i) the use in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances; (ii) unsuitability of any Product for use in any circuit or assembly.

The warranty shall consist solely of repair or replacement, free of charge of the defective Product or Connected Equipment. This warranty does not cover the reimbursement for labor, transportation, removal, installation, temporary power or any other expenses incurred with repair or replacement of the defective Product or Connected Equipment.

This warranty is non-transferable and applies to the original purchaser only.

2. Limitation of Liability

The foregoing constitutes the sole and exclusive remedy of the 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 for indirect, special or consequential damages or for delay in performance of the warranty. 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 Mersen's factory.

The limit of Mersen's liability shall be the lesser of the current value of the Connected Equipment or the deductible amount of the homeowner's insurance's policy and shall in no event exceed \$25,000.

3. Claim Procedure

To submit a claim under this warranty, the following steps must be completed:

- a) Contact Mersen's Customer Care at +1-978-465-4200 during business hours and obtain a Return Material Authorization number (RMA) and return material policy;
- b) Provide all following information: full claimant's name, address and telephone number; original dated sales receipt of the Product; damage report; copy of the claim report by the homeowner's insurance company.
 - a. Tend an independent written tender of damage regarding the Product or the Connected Equipment;
 - b. File a claim for the damaged Product or Connected Equipment with your homeowner's insurance company;
- c) Send the Product or Connected Equipment to Mersen after RMA number is obtained according to return material policy.

Any action, claim, controversies which may arise out of or in connection with the interpretation or performance of this warranty shall be exclusively submitted to the United States District Court for the Southern District of New York.