

Limited Warranty

Surges often enter and damage equipment through phone, cable TV, TV antenna, and data communication lines. To properly protect your connected equipment, install EFI surge suppression products on all incoming lines.

I. Lifetime Limited Product Replacement Warranty

EFI will repair or replace any EFI product that is defective or is damaged by an electrical surge (including those caused by lightning). This is a lifetime limited warranty of the EFI product only.

II. Limited Damaged Equipment Warranty

THE WARRANTY COVERAGE AMOUNT IS SECONDARY TO ANY AMOUNTS RECEIVED BY YOU UNDER OTHER WARRANTIES, SERVICE CONTRACTS AND ALL OTHER INSURANCE. YOUR WARRANTY RECOVERY WILL BE LIMITED TO YOUR INSURANCE OR SERVICE CONTRACT DEDUCTIBLE WHETHER OR NOT YOU ACTUALLY RECEIVE INSURANCE OR WARRANTY PROCEEDS. THE LOSS NOT COVERED BY INSURANCE, WARRANTIES OR SERVICE CONTRACTS IS SUBJECT TO THE FOLLOWING WARRANTY LIMITS:

8000, 1500, W200, F120, F220, DPF120, DPF220 Series \$25,000 7000, 150, W175, W100 Series \$10,000 6000, 50, W50 Series \$2,500

A. Scope

For a period of ten (10) years after you purchase your EFI product, EFI will pay to repair or replace (whichever is less), with like kind or quality, damaged equipment properly connected to the EFI product at the time of the occurrence that is directly damaged by an electrical surge, provided the EFI product (1) was plugged into a grounded, three-prong outlet and (2) was also damaged from the same electrical surge. EFI's liability to repair or replace damaged equipment shall not exceed the amount of warranty coverage set forth above, in the aggregate for the specific surge protector used. At your option, you may also receive a refund of the current depreciated value of the damaged equipment at the time of the occurrence not to exceed this limitation.

B. Exclusive Remedy for Damaged Equipment

The above coverage applies to the original purchaser only and is your exclusive remedy under this limited warranty, whether based in contract, tort, product liability, negligence, by statute or otherwise. EFI reserves the right to audit equipment damage, the occurrence site, and/or the cost of repairs and may request a notarized proof of loss. EFI requires you to preserve all damaged equipment and the EFI product for its examination, if necessary. This limited warranty does not cover damage associated with sustained overvoltages, vandalism, theft, normal wear and tear, obsolescence, abuse, failure to ground, electrical system defects, nonauthorized modification or alteration, or catastrophic events. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

III. Disclaimer of All Other Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE OR ANY WARRANTIES IMPLIED BY LAW, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU DEPENDING UPON THE EFI PRODUCT YOU PURCHASE, THE APPLICATION AND USE OF YOUR EFI PRODUCT OR YOUR STATUS AS A CONSUMER.

IV. Limitation of Liability

Seller expressly disclaims any and all liability to buyer for any consequential or incidental damages, damages for loss of use, loss of profits, income or revenue, loss of time or inconvenience, loss or damage to associated, nonconnected equipment, loss of data or records, damages to tangible or intangible property, other than the equipment covered by this warranty, cost of substituted or replacement equipment other than as expressly warranted, damages associated with overvoltages, vandalism, theft, normal wear and tear, obsolescence, abuse, misuse, non-authorized modification, alteration or catastrophic events, or any other incidental, consequential or special damage arising out of the use of the products provided by seller. Seller shall not be liable for punitive, indirect, special, incidental or consequential damages arising out of this agreement or otherwise with respect to the sale of the EFI products, including any lost revenue or profits, consequential and/or incidental damages, business interruption or damage to business reputation, regardless of the theory upon which any claim may be based, including any statutory, tort contract or insurance subrogation causes of action or claims. In no event will seller's entire liability to Buyer, including any liability in the event the exclusive remedy set forth in this agreement fails of its essential purpose, exceed the amount set forth in the above limitation of warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding 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.

V. Warranty Relief