

INTERMATIC LIFETIME WARRANTY FOR EG656EALI OR EG656TALI

(1) What is Covered By This Limited Warranty.

(A) Repair or Replacement of Product. Intermatic Incorporated ("Intermatic") warrants to the original purchaser only, this Intermatic Surge Protector, which is purchased after September 1, 1997 (each a "Product"), shall be free from defects in material or workmanship for the lifetime of the surge protector from date of purchase. If the purchaser discovers a defect in material or workmanship, the purchaser must promptly submit a warranty claim. Upon a determination by Intermatic that the Product is defective, Intermatic shall correct any defect in material or workmanship by, at Intermatic's option, either repairing or replacing the Defective Product. Any repair, including both parts and labor, shall be at Intermatic's expense. The foregoing remedies are the purchaser's exclusive remedies for a breach of warranty.

(B) Repair or Reimbursement for Damaged Electrical Products. In addition to the above described Product warranty, in the event that any Electrical Products (as hereinafter defined) are damaged (the "Damaged Equipment") as a direct result of the failure of the Product to protect the Damaged Equipment from Power Transients (as hereinafter defined) and all of the following conditions are satisfied, Intermatic shall, at Intermatic's option, either repair the Damaged Equipment or reimburse the purchaser for the Fair Market Value (as hereinafter defined) of the Damaged Equipment; provided, however, that in no event shall Intermatic incur repair costs or reimburse the purchaser for an amount in excess of five thousand dollars (\$5,000). Promptly upon discovering any Damaged Equipment, the purchaser must submit a claim pursuant to the claim procedure provided below. In no event may a purchaser initiate a claim later than (30) days after the Protected Equipment is damaged. In order to receive the Electrical Products protection provided in this Section 1 (B), all of the following conditions must be satisfied with respect to the use of the Product (a) the Equipment must be directly plugged into a properly grounded 3-wire AC outlet (no adaptors or extension cords can be used in connection with the Product); (b) all building wiring and other connections to the Product and the Damaged Equipment must conform to all applicable federal, state and local electrical codes; (c) no ground wires or ground connections in addition to the AC outlet can be used in connection with the Product or the Damaged Equipment; and (d) the Product and Protected Equipment must not be opened, modified, exposed to extreme heat or cold, submerged or subjected to abnormal use or service.

All products must be used in accordance with the instructions provided with the Product and the purchaser shall be solely responsible for selecting a Product model with specifications appropriate for the equipment to be protected. Intermatic shall determine, in its sole discretion, whether any Product returned by a purchaser has been used in accordance with its instructions, is an appropriate model for the purchaser's use thereof, and whether the Product is defective. The connected equipment limited warranty is secondary to the manufacturers original or extended warranties, service contracts and other forms of applicable homeowners, property or other insurance.

(C) Claim Procedure. In order to submit a claim for warranty service the purchaser must call the Intermatic Warranty Claims Service at 1-800-270-7227.

For purposes of this Limited Warranty, (i) Electrical Products shall mean electronic equipment (including computer hardware) and other electrical devices that are directly plugged into a product, (ii) a Power Transient shall mean over-voltage resulting from momentary voltage spikes or surges on an AC power line of magnitude that the Product, according to its specifications, is designed to stop before such spikes or surges affect the stated equipment, (iii) Fair Market Value shall mean the fair market value of Electrical Products manufactured by the same manufacturer, of the same model and age and with the same features as the Damaged Equipment, as determined by Intermatic, in its sole discretion.

(2) What is Not Covered By This Warranty. Intermatic does not warrant (a) any electronic equipment such as computers, televisions or any product with electronic components unless the surge protector sustains surge damage, (b) any product, components or parts not manufactured by Intermatic, (c) defects in the Product or damage to any equipment caused by the failure to properly install the Product, (d) damage caused by use of the Product for purposes other than those for which it was designed, (e) damage caused by disaster such as fire, flood and wind, (f) damage caused by unauthorized attachments or modification of the Product, (g) damage to the Product occurring during shipment, or (h) damage to the Product caused by any other abuse or misuse by the purchaser.

(3) Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

(4) Limitation of Remedies. Except as provided herein with respect to any Damaged Equipment, in no case shall Intermatic be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such excluded damages include, but are not limited to, damage to software, loss of data, loss of profits, loss of savings or revenue, loss of use of the Product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, damage to property and personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

(5) Time Limit for Bringing Suit. No action arising out of any claimed breach of warranty may be brought more than one year after the cause of action has accrued.

(6) No Other Warranties. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Intermatic or any other party is authorized to make any warranty in addition to those made in this agreement.

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Procedimiento de reclamo. Para presentar un reclamo por garantia de servicio el comprador debe llamar a los numeros de reclamo Intermatic Seguros 1-800-270-7227 or 815-675-2321 (Ext. 380).

El producto. Se debe obtener primero por telefono un numero de autorizacion de retorno y el producto devuelto a Intermatic para verificacion de dano por sobrevoltaje con una carta explicando como se produjo el dano al protector contra sobrevoltajes.

Determinacion de falla. El producto Intermatic debe presentar senales de dano por una sobrecarga de voltaje y debe estar trabajando fuera de las especificaciones disenadas.

Lo que no esta cubierto por esta garantia. Intermatic no garantiza (a) ningun producto, componente o piezas no fabricadas por Intermatic, (b) defectos en el producto o danos a cualquier equipo causados por no realizar una instalacion adecuada para el producto, (c) dano causado por el uso del producto para propositos diferentes de los cuales para los que fue disenado, (d) danos causados por desastres como incendio, inundacion y viento, (e) danos causados por accesorios o modificaciones no autorizadas al producto, (f) danos ocurridos al producto durante envio o (g) dano al producto causado por cualquier otro abuso o maltrato por parte del comprador.

Limitacion de responsabilidad de la garantia.
LAS GARANTIAS ANTERIORES REEMPLAZAN TODA OTRA GARANTIA EXPRESADA. EN LA MEDIDA QUE LO PERMITA LA LEY. CUALQUIER GARANTIA IMPLICITA DE COMERCIABILIDAD O IDONEIDAD PARA UN FIN ESPECIFICO QUEDA LIMITADA EN SU DURACION A LA DURACION DE LA PRESENTE GARANTIA LIMITADA.

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