

# Surge Guard<sup>TM</sup> Service Agreement and Warranty

**CONNECTED EQUIPMENT WARRANTY:** Coastal Electric Cooperative (Coastal Electric) guarantees, subject to the limitations described herein, that the meter-based surge protector installed by Coastal Electric will protect Standard Residential Equipment located inside a single family residence from consequential damages as a result of a transient voltage/surge current passing through the meter-based surge protector causing it to fail or to operate outside of design specifications. For the purposes of this warranty, Standard Residential Equipment is defined as refrigerators, dishwashers, air conditioners, hard wired fans, washers, dryers, heat pumps and other major home appliances that are motor driven or electromechanical in nature. All covered appliances must be located in the same building or dwelling as the meter-based surge protector. Appliances located in detached garages or outbuildings, well pumps or shop equipment located outside of the residence are expressly excluded from coverage under this warranty.

**EXCLUSIONS:** This warranty excludes: all electronic equipment such as stereos, telephone answering machines, televisions, VCRs, microwave ovens, cable television, or computer systems inasmuch as these appliances may be covered under a separate point-of-use device and warranty therewith; any secondary consequential damages as a result of failure of the Standard Residential Equipment; bodily injury to persons; defects caused by or damages resulting from improper installation or unauthorized repair, misuse or alteration of the product; operation of the product under conditions exceeding the meter-based surge protector's specification such as continuous steady overvoltages as a result of power delivery system flaws; any structural or electrical system damage to the facility where the device is installed, or negligence in use of the product. The surge protection guarantees of this Agreement do not cover, and Coastal Electric Cooperative will not be responsible for, damages resulting from direct lightning strikes or interruptions of electric service.

**PROPER INSTALLATION:** All Standard Residential Equipment must be plugged into a properly grounded outlet or hard-wired into a properly grounded branch circuit, and must be operated in accordance with reasonable specifications determined by Coastal Electric, including installation and operational specifications as established by applicable codes such as the NEC, in order for this Agreement to cover any damages thereto. In consideration of the supplying and maintenance of said facilities, the Member hereby grants to Coastal Electric the right to install, operate, and maintain upon or remove from the premises located at the service address set forth on the reverse side of this form, its meter-based surge protection. The meter-based surge protector, fixtures, equipment, and material used in the installation, operation, and maintenance of said meter-based surge protector shall remain, at all times, the property of Coastal Electric; Coastal Electric may remove the Protector at any time after the Agreement is terminated by either party. Neither Member, nor any person acting on the Member's behalf, shall install, repair, remove, service, or otherwise tamper with the surge protector or its related equipment. The Premises shall at all times be grounded in accordance with the National Electric Code.

**NOTIFICATION:** In the event of any problem with or failure of the installed surge protector, or to file a claim, the Member shall notify Coastal Electric at 1-800-421-2343 within seven (7) days of the date of the problems or failure. At that time a claim form will be forwarded to the Member, which must be completed and filed with Coastal Electric within thirty (30) days; during which time Coastal Electric's liability will not increase beyond what is outlined above and below. Appliance repair estimates and repairs must be done by a qualified appliance dealer. Coastal Electric may inspect any damaged appliance(s), Premises wiring, and any other electrical equipment located at the Premises. Damaged appliance(s) and related equipment must remain available for inspection until the guarantee claim is finalized.

**DETERMINATION OF FAILURE:** The meter-based surge protector must show signs of damage or must be performing outside of design specifications in order for a claim to be considered.

**CLAIM PAYMENTS:** Upon determination that you are entitled to compensation, you will be given either the fair market value of the damaged equipment immediately preceding the failure, reimbursed for covered repairs, or paid the cost of estimated repairs. The foregoing shall be at the election of Coastal Electric.

**LIMITATION OF LIABILITY:** The surge protection guarantees for the Member named herein are in lieu of all other warranties, expressed or implied, including the implied warranties of merchant ability and fitness for a particular purpose; all such other warranties are hereby expressly disclaimed. Coastal Electric is not responsible for consequential, incidental, indirect or special damages, including without limitation, loss of use of facilities, loss of business, profits or information, or other economic loss, as a result of the failure of the meter-based surge protector. Coastal Electric's sole liability and the Member's sole remedy for failure of this product to perform shall be limited to \$5,000.000 for any one (1) specific device or appliance, per occurrence. In no event shall Coastal Electric's total liability to the Member under this Agreement exceed \$10,000.00. Coastal Electric's guarantee under this Agreement shall be effective only if none of the Member's payment(s) under this Agreement are delinquent as of the time damage occurs. If Surge Guard<sup>TM</sup> service is terminated and the Protector is left at your premise, Coastal Electric disclaims all liability related to the surge Protector after the termination.