

## **SURGE PROTECTION PRODUCTS 5 YEAR LIMITED WARRANTY**

ERICO International Corporation (“ERICO”) warrants its surge protection products (the “Products”) to be free from defects in material and workmanship at the time such products are shipped from ERICO for a period of five (5) years from the date of manufacture. The purchaser acknowledges that lightning is a natural event with statistical variation in behavior and energy levels that may exceed product ratings, and 100% protection is not offered and cannot be provided. The purchaser acknowledges that the Products, by their nature, may be subject to degradation as a consequence of the number and severity of surges and transients that they experience in normal use, and that this limited warranty excludes such gradual or sudden degradation. ERICO in no event shall be responsible or liable under this limited warranty or otherwise unless the Products were (a) used only for the purposes for which they were designed; (b) properly installed; and (c) installed, stored and used in strict conformance with ERICO product instruction sheets, training materials, recommended procedures, applicable industry guidelines, codes and standards. Claims for defects or nonconformities ascertainable upon inspection must be made to ERICO in writing within 5 days after purchaser’s receipt of the Products. All other claims must be made in writing to ERICO within 5 days after the date of their discovery by purchaser prior to the expiration of this limited warranty. Claims not made as provided above and within the applicable time period will be barred. ERICO will, in its sole discretion, repair or replace the Products it has determined do not comply with this limited warranty. ERICO excludes all liability except such liability as is directly attributable to the willful misconduct or gross negligence of ERICO employees. Should ERICO be held liable, its liability shall in no event exceed the purchase price of the Product that does not comply with this limited warranty. Except for the limited warranty set forth above, NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS. THE FOREGOING STATES THE EXCLUSIVE REMEDY FOR ANY BREACH OF ERICO’S FIVE (5) YEAR LIMITED WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF THE PRODUCTS. ERICO, IN NO EVENT, SHALL BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR OR DISSIMILAR CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT OR INDIRECT LOSS OR DAMAGE. A Material Return Authorization number from ERICO is required for all returns of the Products to ERICO. ERICO shall not be responsible for any transportation charges. Return freight must be pre-paid by the purchaser. This limited warranty extends only to the purchaser of the Products from ERICO and is contingent upon written acceptance of ERICO’s standard terms and conditions of sale (as amended by this 5 year limited warranty), a copy of which can be obtained at <http://www.erico.com/public/library/Terms/TermsOfSaleNA.pdf>.

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