



SURGENCY LIMITED WARRANTY

ILSCO Inc., its subsidiaries, partners, affiliates or assigns, hereinafter referred to as "ILSCO," warrants to the end user that any new SURGENCY™ surge protective device, hereinafter referred to as "product," will be free from material defects in material and workmanship under normal use and service, for a period of (1) ten (10) years for XE Models, or (2) Five (5) Years for RE and SE Models, from the date of original manufacture. If the end user provides to ILSCO the original receipt for the product, or the end user registers the product at IlSCO.com within fourteen (14) days of purchase, then the start date for the warranty instead will be the end user's date of purchase. End user registrations done online at IlSCO.com, within fourteen (14) days of original purchase, will receive one (1) additional year of warranty.

Any and all obligations of ILSCO under this warranty shall be limited to repair or replacement of the defective product, or credit in U.S. DOLLARS in an amount not to exceed the original wholesale purchase price paid to ILSCO for the product. ILSCO shall determine in its sole discretion whether to repair, replace or issue credit for the product. All costs incurred including, but not limited to, shipping, labor for installation, removal, and re-installation shall be the sole responsibility of the end user. ILSCO assumes no liability resulting from the misuse of the product, including but not limited to (1) the use of the product in combination with any electrical or electronic components, circuits, systems, assemblies or subassemblies, or with any other materials or substances; or (2) the improper application, or the unsuitability, of the product for use in any circuit, assembly or subassembly.

Without limiting the generality of the foregoing, ILSCO shall have no liability for any loss liability, cost, damages, expenses, or lack of performance arising from (1) accident, negligence, alteration, modification, faulty installation, abuse, or misuse by any distributor, end user, shipping company, or any other entity; (2) attempted or actual dismantling, disassembly, service or repair by any entity not specifically authorized to perform repairs by ILSCO in writing; or (3) handling during shipping or transport. The giving of advice or recommendation, or the failure to give advice or recommendation as to the use or application of the product shall not constitute any statement of warranty and shall not impose liability upon ILSCO.

Any claim under this warranty must be reported promptly to ILSCO in writing, and the product must be returned to ILSCO at the claimant's expense. Return of Product must be accompanied by a Return Authorization Number, that is available from ILSCO. This warranty does not guarantee uninterrupted electric service. This warranty is expressly in lieu of all other warranties, whether expressed or implied, including, without but not limited to, any implied warranty of merchantability, non-infringement or fitness for a particular purpose, all of which are expressly disclaimed. To the fullest extent permitted by applicable law, ILSCO shall not be liable for any indirect, special, incidental, punitive or consequential damages that result from the use of, or the inability to use, the product, regardless of whether such damages are based on tort, contract, or any other legal theory, even if ILSCO has been advised of the possibility of such damages. ILSCO neither assumes nor authorizes any entity or person to assume any liability or obligation on its behalf. Any claimant or potential claimant acknowledges that ILSCO has made no warranties of any kind except those made herein. Purchaser acknowledges that ILSCO's total liability arising out of the use of the product shall in no event exceed the purchase price paid to ILSCO for the product.