

PRODUCT WARRANTY STATEMENT

SURGE-TRAP[®] SURGE PROTECTIVE DEVICES

EFFECTIVE JUNE 1, 2023

WARRANTY PERIOD

Mersen or its authorized sales

The warranty period begins from the invoice date from

MANUFACTURER'S LIMITED WARRANTY TERMS

Mersen warrants that your Mersen Surge Protective Devices – SPD products, shall meet applicable industry standards and specifications and be free from defects in both materials and workmanship, within the SPD product series warranty period as outline herein.

Original Purchaser's rights under the warranty shall consist solely of requiring Mersen to repair or replace at Mersen's discretion, free of charge, F.O.B. factory, any defective items received at said factory within said term determined by Mersen to be defective. The giving of or failure to give any advice or recommendations by Mersen shall not constitute any warranty by or impose any liability upon Mersen. The foregoing constitutes the sole and exclusive remedy of the original purchaser and the exclusive liability of Mersen AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY AS TO THE MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVENESS OR ANY OTHER MATTER. In no event shall Mersen be liable. At the end of the warranty period, Mersen shall be under no further warranty obligation expressed or implied. The products covered by this warranty certificate can only be repaired or replaced by the factory. The foregoing warranty does not cover reimbursement for labor, transportation, removal, installation, or other expenses which may be incurred in connection with repair or replacement.

SPD REPLACEMENT WARRANTY

During the warranty period, Mersen will repair or replace the product of the affected components to the original purchaser only if it is damaged or destroyed due to voltage transients, including induced voltage transients by lightning strikes. This SPD Replacement Warranty may be voided or modified for products installed at a single site that suffers damage from transients more than two times during the SPD Replacement Warranty Period.

The SPD Replacement Warranty is subject to:

- Proper installation in accordance with the installation instruction included within the product packaging, connected, and installed by qualified licensed electricians.
- SPD must be connected to a grounding system that fully complies with NEC 2023 Article 250.
- The warranty period will be only the remaining portion of the original product warranty period.
- Follow the warranty claim procedure and cooperate with Mersen to evaluate and resolve power quality issues in the electrical system that the SPD is connected to. Mersen may request site monitoring or site visit to inspect location where the products were in use (at Mersen's expense).

WARRANTY LIMITATIONS

This warranty does not apply and does not assume risk of liability for results of the use of the products purchased for results of: (a) Misapplication of product beyond capacities other than specified on the nameplate, installation inconsistent with instructions, opening or tampering with the base or protection plugs, normal wear. (b) Unauthorized product modification or alteration. (c) Unsuitability of any product for use in any circuit or assembly. Use in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances. (d) Damages or loss associated with flood and earthquake, war, insurrection, terrorism, vandalism, theft, Erosion or Depletion, product misapplication or abused, inadequate storage, negligence. (e) This limited warranty is not transferable.

WARRANTY CLAIM PROCEDURE

Contact Mersen's Customer Care at +1-978-465-4853, Monday-Friday 8 am to 5PM EST, or email <u>webfeedback.nby@mersen.com</u> to obtain a Return Material Authorization number (RMA) and return material policy. With the returned unit, please include a copy of the RMA. Provide full claimant's name, address, email and phone number, original dated sales receipt of the product. Claim must be made within 30 days of failure. Repair or replacement will be returned to collect. If Mersen finds the return to be a manufacturer's defect, the product will be returned prepaid.

channel, based upon the respective product series

below:

STZ Series Fifteen (15) Years

STXT Series STXP Series Ten (10) Years

STXR Series STP-75 Series STP-50 Series Five (5) Years

STPT2 Series ST Series Two (2) Years