

limited warranty rider

This Rider incorporates by reference the Terms and Conditions in GE Zenith Controls Standard Terms and Conditions of Sale (herein called GETCPQ), and includes the following additional provisions contained herein. **Goods sold by GE Zenith Controls, Inc. are expressly subject to and conditioned upon the terms and conditions set forth in the GETCPQ and Rider. Any different or additional terms set forth by Buyer, whether in Buyer's purchase order or another communication, are expressly objected to and will not be binding on GE Zenith Controls, Inc. unless agreed to in writing by an authorized officer of GE Zenith Controls, Inc.** In the event of conflict between this Rider and GETCPQ, the Rider shall take precedence.

WARRANTY: Seller warrants to Customer that during the "Warranty Period" applicable for its **Surge Protective Devices (SPD)** product (the "Product") furnished hereunder, will be free from defects in material, workmanship and title. The warranty is for the Product only; the warranty does not cover, and GE Zenith Controls, Inc. does not warrant, any labor that may be required for the installation or commissioning of any Product.

The warranty period ("Warranty Period") for the following SPD Products is five (5) years after shipment:

- **Tranquell™ Series Wallmount**
- **Tranquell™ Series Integral Mount**
- **Tranquell™ Series Box Extension**
- **TR Series Wallmount**
- **TR Series Box Extension**

The warranty period ("Warranty Period") for the following SPD Product is two (2) years after shipment:

- **Tranquell™ Series DIN Rail Mount**

In no case does this warranty apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under these Terms and Conditions, nor shall it in any case apply to the quantity or quality of the product of Customer or the process of manufacture on which any products are used. The warranties and remedies set forth herein are conditioned upon (a) proper transportation, handling, storage, installation, commissioning, operation, use and maintenance in conformance with the operation instruction manuals (including revisions thereto) provided by Seller, any applicable recommendations of Seller and any applicable laws, regulations or codes (b) repair or

modification pursuant to Seller's instructions or approval and (c) Customer promptly notifying Seller of any defects and, if required, promptly making the Product available for correction at Customer's expense. This warranty shall not apply (a) if Customer or any other unauthorized person has made any modifications, alterations or repairs to the Product not authorized by Seller, including Customer's use of parts in conjunction with the Product not admitted or delivered by Seller, (b) to a Product with removed or altered serial numbers, and (c) to a Product damaged by acts of God, sources external to the Product, misuse, accident, abuse, neglect, negligence, or use beyond rated capacity.

The SPD warranty will be void under the following conditions:

1. SPD devices are designed for connection to a specific voltage configuration. If the SPD is connected to a voltage configuration other than intended and labeled, the SPD will be damaged due to improper installation.
2. The SPD must be installed in a system compliant with NEC Article 250 grounding requirements. Failure to do so may result in a voltage float which can result in SPD damage due to this improper installation.

If any Product or service fails to meet the foregoing warranties (except title), Seller shall thereupon replace the damaged product; provided, however, that prior to shipping replacement product, Seller shall have received, at Customer's cost; such Product in need of replacement. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. In providing a replacement Product or parts, Seller reserves the right to use refurbished circuit boards, which shall be warranted in accordance with this Warranty Provision. The correction of any failure or the supply of repaired or replacement parts or Products pursuant to this Warranty Provision shall not extend the duration of the applicable Warranty Period.

Seller's obligation under this Provision entitled "Warranty" shall terminate immediately upon any modification of the Product by Customer unless made with the approval of Seller.

The Warranty Period applicable to each Product can be extended, if Customer purchases an extended warranty from Seller. If Customer purchases an extended warranty from Seller, the terms of such extended warranty shall supersede these warranty provisions.



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THE PRECEDING PARAGRAPHS OF THIS WARRANTY PROVISION SET FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS (EXCEPT AS TO TITLE) BASED ON DEFECT IN OR FAILURE OF A PRODUCT, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the applicable Warranty Period, all such liability shall terminate and Customer shall have a reasonable time, not to exceed thirty (30) days after the applicable Warranty Period, to give written notice of any defects that appeared during the Warranty Period. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

INSTALLATION AND COMMISSIONING OF INSTALLABLE SYSTEMS:

If the Products cannot be installed immediately after delivery, Customer is responsible for maintaining proper storage conditions according to operating manuals and any other instructions provided by Seller.

Installable Products may only be installed by certified electrical installers and must be installed according to Seller's specifications, appropriate national electrical codes and accepted standards of workmanship. For purposes of these GE Zenith Controls Terms and Conditions, "installable Products" shall mean Products that require the services of a certified electrical installer to be connected to the power grid.

This warranty is valid only in the United States and for units sold and installed within GE Zenith specified countries. For other international sales, parts are covered for a period of one year from the date of shipment from the GE Zenith factory. GE Zenith will not pay for freight or customs charges on replacements under any warranty claims.



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