



## **PEMCO VSS20 SERIES LIMITED WARRANTY**

### **Purchaser:**

This Warranty is extended to the original purchaser ("Purchaser") of PEMCO VSS20 series products for use in the United States. This Warranty is not transferable or assignable without the prior written permission of PE Manufacturing Company ("PEMCO").

### **Warranty & Term:**

PEMCO surge protection products are warranted at time of delivery to be free of defects in materials and workmanship when installed in accordance with PEMCO's installation instructions. PEMCO shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by purchaser, correct, by repair or replacement at PEMCO's option, FOB its factory, any product that shall appear defective under proper and normal use. PEMCO shall not be liable for costs of equipment removal, costs of transporting equipment to be repaired or replaced to PEMCO, reinstallation of equipment, or any other cost incidental to any of the foregoing.

The term of this warranty is for a period of one (1) year from the date of shipment of the product from PEMCO. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT DOES NOT EXTEND THE ORIGINAL WARRANTY TERM.

### **Warranty Claims Procedure:**

Within a reasonable time, but in no event more than thirty (30) days after Purchaser's discovery of a defect, Purchaser shall contact the supplier of the PEMCO product and request a return authorization number. Purchaser shall ship the product with proof of purchase and written description of defect, freight prepaid, to PEMCO. Products shipped to PEMCO without a return authorization number will be refused and returned freight collect at Purchaser's expense. Products shipped by Purchaser to PEMCO that have incurred freight damage due to Purchaser's improper packaging of the product will not be covered by this Warranty. Warranty coverage will be valid only after PEMCO's inspection of the product reveals a defect covered by this Warranty. Subject to the limitations herein, PEMCO will repair or replace the nonconforming product without charge for labor or materials.

### **Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY: shipping, dropping, misuse, improper application, incorrect or inadequate electrical connection, negligence, inappropriate on-site operating conditions, electrical over voltages, corrosive atmosphere, tampering, alterations, exposure to elements, Acts of God, installation contrary to PEMCO's recommendations, or in any event if the PEMCO serial number has been altered, defaced, or removed.

### **Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS REPLACEMENT OF THE PEMCO PRODUCT AS SET FORTH HEREIN. IF PURCHASER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION,

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PEMCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL PEMCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BODILY INJURY TO PERSONS, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

**Miscellaneous:**

No distributor, salesperson, employee or agent of PEMCO is authorized to add to or vary the terms of this Warranty. Warranty terms may be modified only by a written document signed by a PEMCO officer.

This Warranty is effective as of the date of PEMCO receipt of full payment and supersedes all previous warranties. PEMCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to Purchaser or others.

In the event that all or any part of any provision of this Warranty should be or becomes invalid or unenforceable during the Warranty period, the remaining part of the provision and the other provisions herein shall continue in full force and effect.

If the indicator light on the PEMCO product is functioning, the product is considered operational and warranty shall not apply.

This Warranty is given in and is to be construed under the laws of the State of Florida.

This Warranty represents the full, final and entire agreement between PEMCO and Purchaser with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations and understandings relating to this subject.