

KENICK LIMITED WARRANTY

Purchaser:

This Warranty is extended to the original utility and their end user hereinafter "Purchaser" of KENICK products for home use in the United States. This Warranty is not transferable or assignable without the prior written permission of KENICK, Inc ("KENICK").

Surges:

KENICK defines a transient voltage surge ("Surge") to be a voltage impulse lasting less than 1/1000 of a second and technically defined by IEEE-ANSI standard C62.41. Normal electric system power fluctuations, power loss, temporary over voltage, under voltage and electrical system problems are not transient voltage surges.

Warranty & Term:

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

Should a defect in materials or workmanship allow Surge damage to a KENICK provided surge protector and, **at the same time**, damage Purchaser's owned equipment properly connected to the damaged KENICK surge protector, KENICK will at its option repair or replace the Purchaser's owned equipment within limitations as defined herein.

Damage from power problems other than Surges are not covered.

White appliances such as refrigerators, clothes washers and dryers, dishwashers, freezers, and cooking appliances that are protected by a KENICK meter base surge protector (product) and are damaged by the same Surge that damages a KENICK product, which is also judged by KENICK to be defective in materials or workmanship, shall be repaired or replaced at KENICK's option. KENICK will reimburse for repairs that are in KENICK's sole opinion reasonable and fair. In no case will purchaser be reimbursed for more than \$500 per appliance or a single event total limit of \$5000.

Electronic appliances protected by a KENICK wall receptacle plug-in suppressor and damaged by the same Surge that damages a KENICK product, which is also judged by KENICK to be defective in materials and workmanship, shall be repaired or replaced at KENICK's option. KENICK will reimburse the purchaser for repairs that are in KENICK's sole opinion reasonable and fair. In no case will purchaser be reimbursed for more than \$250 per single outlet suppressor or \$500 per multi-outlet suppressor with an event total limit of \$5000.

Repair or reimbursements are limited to a maximum of a \$50,000 program aggregate payout.

The term of this warranty is for a period of Fifteen (15) years from the date of shipment of the product from KENICK, and only applicable to product shipped after June 1, 2019. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT DOES NOT EXTEND THE ORIGINAL WARRANTY TERM.

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 including 'missed' meter enclosure or arrester jaws during insertion, negligence, inappropriate on-site operating conditions, electrical overvoltages, corrosive atmosphere, tampering, alterations, exposure to elements, Acts of God, installation contrary to KENICK's recommendations, or in any event if the KENICK serial number has been altered, defaced, or removed.

Damage from power problems other than Surges are not covered.

KENICK shall be the sole judge of damage to a KENICK product. Only Surge damage, as defined by KENICK in this document, is covered by this Warranty. If the indicator light on the KENICK product is illuminated, then the product is functioning and is not defective, therefore any potential warranty claim is not valid.

Purchaser will not be reimbursed when a Surge has bypassed the KENICK surge protector and entered the Purchaser's equipment through another pathway. Outdoor air conditioning units, well pumps, pool and medical equipment are not covered.

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 KENICK product and request a claim form. This claim form must be completed and returned to Kenick. Per Kenick discretion, Purchaser shall ship the damaged equipment along with proof of purchase and written description of defect, freight prepaid, to KENICK. Products shipped to KENICK without a return authorization number will be refused and returned freight collect at Purchaser's expense. Products shipped by Purchaser to KENICK 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 KENICK's inspection of the product reveals a defect covered by this Warranty. Subject to the limitations herein, KENICK will repair or replace the nonconforming product without charge for labor or materials.

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 KENICK PRODUCT AS SET FORTH HEREIN. IF PURCHASER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, KENICK'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE TIMES THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL KENICK 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, representative, salesperson, employee or agent of KENICK is authorized to add to or vary the terms of this Warranty. This Warranty is effective as of the date of KENICK receipt of full payment for the KENICK product and supersedes all previous warranties. KENICK reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to Purchaser or others. This warranty effective date is June 1, 2019.

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

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

This Warranty represents the full, final and entire agreement between KENICK 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.