

TEN YEAR LIMITED WARRANTY

WARNING

OMEGA POWER line of surge products shall be installed and used only as indicated in OMEGA POWER's product instruction sheets and training materials. Improper installation, misuse, misapplication or other failure to completely follow OMEGA POWER's instructions and warnings may cause product malfunction, property damage, serious bodily injury and death.

WARRANTY

OMEGA POWER panel SPD products are warranted to be free from defects in material and workmanship for a period of **TEN YEARS** from the date of Purchase. Products claimed to be nonconforming or defective must, upon OMEGA POWER's prior written approval in accordance with its standard terms and procedures governing returns, promptly be returned to OMEGA POWER for inspection. OMEGA POWER shall in no event be responsible if the products have not been stored or used in accordance with its specifications and recommended procedures. OMEGA POWER will, at its option, either repair or replace nonconforming or defective products for which it is responsible or return the purchase price to the Buyer. Refer to Warranty Limitations below for specific exclusions.

NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF ANY OMEGA POWER PRODUCTS. THE FOREGOING STATES BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF OMEGA POWER WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF ANY PRODUCT.

WARRANTY LIMITATIONS

OMEGA POWER excludes all liability except such liability that is directly attributable to the willful or gross negligence of OMEGA POWER and/or employees. OMEGA POWER is not liable nor covers under this Warranty any product that fails if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, water damage, hurricane or other natural disaster), war, invasion, act of foreign enemies, labor dispute, labor strike, lockout, interruption or failure of electrical service.

Should OMEGA POWER be held liable, its liability shall in no event exceed the total purchase price under the contract. OMEGA POWER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR OR DISSIMILAR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER.

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