



**A FIFTEEN YEAR EXTENDED
SURGE SUPPRESSOR 'LIMITED' WARRANTY**
[This is not an insurance program.]

A. WHAT DOES THIS WARRANTY COVER?

Subject to the exclusions of Section D and the requirements of Section C, Meter-Treater, Inc. ("MTI") hereby provides an extended limited warranty to surge protection customers of Gulf Power with respect to the meter-based surge protective device ("SPD") that MTI manufactures for Gulf Power that covers physical damage to covered appliances as set forth below, caused by a Power Surge that travels through the SPD. The term Power Surge is fully defined within IEEE Standard C62.41 and is summarized as "a subcycle overvoltage with a duration of less than a half-cycle of the normal voltage waveform".¹ A Power Surge, or non-continuous spike or disturbance in the electric circuit, may be caused by natural or man-made events including but not limited to lightning strikes, power returning after an outage or scheduled maintenance, or wildlife interfering with power lines.

Covered appliances (located within the residence or within four (4) feet of the residence) includes only residential grade central air conditioners, clothes washers and dryers, refrigerators, freezers, wine coolers, dishwashers, garbage disposals, ovens, stoves, stove hoods, microwaves, hot water heaters, garage door openers, ceiling fans, and the following motorized portions of well or electric pool equipment: well pump, pool heater, pool pump and spa pump. Motorized portions of electric pool or well equipment excludes: timers, heaters, accessories, fixtures and controls. Covered appliances do not include anything not specifically listed above, including those items and damages expressly excluded in Section D.

B. HOW LONG DOES THE COVERAGE LAST?

This extended limited warranty is valid fifteen (15) years starting from the date that the SPD is manufactured by MTI ("Warranty Period"). If you have questions as to the date of manufacture, please contact MTI or Gulf Power for further information. See Section G below for determining the applicable MTI of the SPD and the MTI contact information at the end of this document.

C. WHAT WILL MTI DO?

If it is determined, at the MTI's sole discretion, that a Power Surge passed through the SPD and caused physical damage to covered appliances as defined above, MTI, AT ITS SOLE DISCRETION, WILL EITHER REIMBURSE CUSTOMER THE FAIR MARKET VALUE OF THE DAMAGED EQUIPMENT IMMEDIATELY PRECEDING THE FAILURE, REIMBURSE CUSTOMER FOR REASONABLY INCURRED REPAIRS, OR PAY CUSTOMER THE COST OF REASONABLE ESTIMATED REPAIRS, provided however that (i) customer must have followed proper claim procedures as described in Section E, "How To Get Service?", (ii) the SPD must show an indication of activation and the fuse wire(s) have disconnected, and (iii) the SPD must have failed to perform its function according to the MTI's published SPD specifications. MTI's liability will not exceed \$5,000.00, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific covered appliance, per occurrence, with a maximum of \$100,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim.

D. WHAT DOES THIS WARRANTY NOT COVER?

This extended limited warranty does not cover any SPD where MTI's nameplate or Gulf Power's nameplate has been deliberately tampered with or removed. This warranty shall not apply to any damage caused by repair of the SPD not performed by an authorized MTI service center. For the avoidance of doubt, this warranty excludes (a) bodily injury to persons, (b) damages resulting from operation of the SPD under conditions exceeding MTI's published SPD specifications, such as surges beyond its capability, continuous steady over-voltages, voltage sags (commonly known as brownouts), under-voltages and open neutrals, as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) detached buildings, stand-alone buildings or buildings attached via breezeway or other such structures, (e) generators and damages caused by a surge protection customer's on-site backup generator, (f) elevators and elevator equipment, (g) electric cars or supplemental equipment associated with electric cars, (h) solar equipment, (i) any damages other than physical damage to covered appliances, (j) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and security systems, or (k) medical or life support equipment. Under no circumstances, will MTI guarantee performance for a direct lightning strike not carried down the utility power lines or passing through the transformer and then the SPD.

MTI SHALL ONLY BE LIABLE TO PAY THOSE DAMAGES INCURRED WHICH ARE COVERED UNDER THIS WARRANTY AND FOR WHICH A CUSTOMER HAS NOT RECOVERED OR DOES NOT INTEND TO RECOVER FROM A THIRD PARTY OR INSURANCE CARRIER. In no event shall a customer be entitled to a "double recovery". Any and all possible subrogation claims which may be made by a homeowner's insurance company are hereby waived. Homeowner expressly acknowledges this provision and intends for its insurance company to be bound by this subrogation prohibition. **MTI DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED.**

E. HOW TO GET SERVICE?

Damaged Covered Appliance Claims Procedure: A claim form, available at gulfpower.com/surge or by calling Gulf Power at 833-919-0945, must be submitted by customer to Gulf Power within thirty (30) calendar days of discovery of the damaged equipment. Failure to timely submit a claim will result in the claim being permanently denied. Incomplete claims will be permanently denied if the missing information is not submitted to Gulf Power within thirty (30) calendar days of Gulf Power's notification of incomplete information. MTI or an authorized representative of MTI reserves the right to inspect the damaged parts of the covered appliances, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. MTI shall be the sole judge of failure of the SPD.

F. HOW CAN I APPEAL A CLAIMS DECISION?

If a customer is not satisfied with a claims decision made by Gulf Power as administrator of the MTI's warranty, the customer may request reconsideration by contacting Gulf Power at 833-919-0945.

G. WHO ARE MTI AND GULF POWER?

Surge protection is offered and provided by Gulf Power. Gulf Power can be reached at 1 Energy Pl, Pensacola, FL 32520 or by phone at 833-919-0945. The manufacturer and/or supplier of the SPD is Meter-Treater Inc. located at the address set forth below. MTI is responsible for this warranty which is administered by Gulf Power.

H. HOW DOES STATE LAW APPLY?

These are the sole warranties made by MTI with respect to the Product. No other express or implied warranties are given. Also, other than provided for above, direct, indirect, consequential and incidental damages are not recoverable under this warranty.

THIS WARRANTY COMPLIES WITH THE MAGNUSON-MOSS ACT.

¹ Reference www.nemasurge.org/history for additional information on surges.