



## Surge Protection Device Manufacturer Limited Product Warranty for Georgia Power SurgeDefender™ Residential Customers

MANUFACTURER HEREIN PROVIDES THIS LIMITED PRODUCT WARRANTY ONLY. THIS IS NOT AN INSURANCE POLICY.

### 1. What Does This Warranty Cover?

Subject to the exclusions of Section 4, Manufacturer (as defined in Section 7 below) hereby provides an extended limited product warranty to SurgeDefender customers of Georgia Power Company ("GPC") that the meter-based surge protection device (the "Device") that Manufacturer manufactures or supplies to GPC will be free from defects in materials and workmanship. This extended limited product warranty covers consequential damages to Standard Residential Equipment, as defined herein, as a result of a "transient voltage" or "surge voltage" as defined by IEEE-ANSI C62.41.

Standard Residential Equipment is defined as "white appliances" such as HVAC, refrigerators, washers, dryers, electric ranges, electric water heaters, pool pump, and other major home appliances within the residence or within four (4) feet of the foundation of the residence.

If an appliance is not listed above, then the general determination for warranty coverage is that appliance must be motor-driven load within the residence. Manufacturer will make the final determination in its sole discretion. Customer is defined as the owner or resident of the residential dwelling to which the Device is attached and is also the person responsible for payment of the service.

### 2. How Long Does the Coverage Last?

This extended limited product warranty is valid twelve (12) years starting from the date of manufacture of the Device. Repair of a defective Device does not extend the original warranty term. If you have questions as to the date of manufacture, please contact GPC for further information. Coverage will terminate earlier if Customer fails to stay current on payments due to GPC under the Customer Agreement.

### 3. What Will Manufacturer Do?

If a Device proves defective during the applicable warranty period, Manufacturer will repair or replace the Device. If it is determined that a transient voltage/surge current passed through the Device and caused damage to Customer's owned, Standard Residential Equipment, Manufacturer, 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 the Customer follows the claim procedures as described in Section 5 "How to Make a

Warranty Claim?" In order for a warranty claim to be deemed reviewable, (i) the Device's LED must be extinguished with power applied (if applicable), and (ii) surge activity must be verified by Manufacturer.

Manufacturer's liability, per occurrence, will not exceed \$5,000, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific appliance, with a maximum of \$100,000 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your warranty assessment. The intent of this warranty is not to replace damaged equipment with new items. If it is determined that you are entitled to compensation, you will be given either the fair market value of the damaged equipment immediately preceding the failure, reimbursed for reasonably incurred repairs, or paid the cost of reasonable estimated repairs at the sole discretion of Manufacturer, up to the cap set forth above. Determination of fair market value is at the Manufacturer's sole discretion.

### 4. What Does This Warranty Not Cover?

This extended limited warranty does not cover any Device where the nameplate or serial number of Manufacturer or GPC has been deliberately tampered with or removed. This warranty shall not apply to any defect, failure, or damage caused by repair of the Device not performed by an authorized Manufacturer's service center. This warranty excludes (a) bodily injury to persons, (b) defects caused by or damages resulting from operation of the Device under conditions exceeding Manufacturer's published Device specifications, such as continuous steady overvoltages as a result of power delivery system damage or flaws, (c) structural damage, (d) damages to electrical system including but not limited to wiring, electrical outlets, breaker panels, and meter sockets, (e) generators and any damages caused by a Customer's on-site backup generator, (f) elevators and elevator equipment, (g) electric cars or supplemental equipment associated with electrical cars, (h) solar equipment, (i) detached or freestanding structures such as but not limited to detached garages, in-law cottages or pool houses, (j) well and well pumps and supplementary well equipment (k) surges that do not pass through the Device or those caused by direct lightning strikes to the residence, or (l) any damages caused by a defective Device other than physical damage to Standard Residential Equipment.

This warranty excludes all "electronic equipment" using microchip, microprocessor, or transistor technology,

such as but not limited to, computers, televisions, DVD players, and security systems. This warranty also excludes medical and life support equipment.

Manufacturer shall only be liable to pay those damages incurred which are covered under this warranty and for which Customer has not recovered or does not intend to recover from a third party or insurance carrier. In no event shall 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. MANUFACTURER DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED.

#### **5. How to Make a Warranty Claim?**

In order to make a claim under this warranty, you must contact GPC at 1-863-784-3165 within seven (7) days of discovering or suspecting a surge-related problem. GPC or its authorized representative will remove the Device and may return it to Manufacturer for inspection and to determine if the Device is defective. If Customer believes a surge through the Device has caused consequential damage to Standard Residential Equipment, a warranty documentation form will be provided to you by GPC and must be completed and returned within thirty (30) days of you making the original claim. This claim form must contain a detailed description of the nature and extent of any repairs done to the Standard Residential Equipment along with all receipts. If any repairs have not been completed at the time the claim form is submitted, the Customer must send a written estimate provided by an independent service provider of the necessary repairs with the claim form. Failure to properly complete these procedures in the time period requested will result in the claim being permanently denied. Manufacturer, GPC, and/or an authorized representative reserves the right to inspect the damaged parts of the Standard Residential Equipment, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Manufacturer shall be the sole judge of failure and will make final determination of claims awards.

#### **6. How Can I Appeal a Claims Decision?**

If Customer is not satisfied with a claims decision made by Manufacturer, Customer may request reconsideration by contacting Georgia Power at 1-863-784-3165.

#### **7. Who is the Manufacturer?**

SurgeDefender is offered by Georgia Power Company. GPC is not the Manufacturer of the Device. The manufacturer and/or supplier of the Device is either Meter-Treater, Inc., PE Manufacturing Company ("PEMCO"), or another manufacturer. The applicable manufacturer and/or supplier ("Manufacturer") can be easily identified by the color of the label on the device attached to the residence or by calling GPC at 1-863-784-3165. A white label indicates that Meter Treater, Inc. is the Manufacturer. A green label indicates that PEMCO is the Manufacturer. The applicable Manufacturer is responsible for this warranty and can be contacted at the address listed below.

#### **8. Georgia Power Has No Obligations Under the Terms of Limited Warranty.**

Customer understands that GPC is not a party to this limited warranty. Georgia Power makes no warranty, express or implied, regarding the Device involved and referenced in this limited warranty. The Customer's relationship with GPC with respect to the SurgeDefender is governed solely by a separate agreement titled Customer Agreement. A copy of this agreement has been provided to you and you may receive an additional copy at any time from [www.georgiapower.com/surgeprotection](http://www.georgiapower.com/surgeprotection) or by calling 1-863-784-3165. Customer understands that GPC is not responsible and cannot be held liable in any way under this warranty, and that GPC is not responsible for defects in the Device, or for any damage caused to property or person by virtue of any defects in the Device for which Manufacturer is responsible, or for any surge-related damage of any kind to any equipment or other property.

#### **9. How Does State Law Apply?**

These are the sole warranties made by Manufacturer with respect to the Device. 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.

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#### **Meter-Treater, Inc.**

1349 South Killian Drive · Lake Park, Florida 33403  
Tel: 1-800-342-6890

#### **PE Manufacturing Company ("PEMCO")**

1025 1st Avenue North · St. Petersburg, Florida 33705  
Tel: 727- 823-2290