

SURGE SHIELD
RESIDENTIAL 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, Manufacturer (as defined in Section G below) hereby provides an extended limited warranty to SurgeShield customers of FPL Energy Services, Inc. ("FPLES") that its meter-based surge protective device ("SPD") that Manufacturer manufactures or supplies to FPLES will be free from defects in materials and workmanship. Subject to Section C, this extended limited warranty covers physical damage to Standard Residential Equipment, as defined below, caused by a defective SPD as a result of a "transient voltage" or "surge voltage" as defined by IEEE C62.41.

Standard Residential Equipment is defined as central air conditioners, clothes washers and dryers, refrigerators, dishwashers, electric ranges, hot water heaters and other major motor-driven home appliances (i) within the residence, or (ii) with respect to well or pool equipment, within four (4) feet of the residence. Standard Residential Equipment does not include (i) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and Security Systems, or (ii) medical or life support equipment. Manufacturer will make the final determination as to whether equipment is Standard Residential Equipment.

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 Manufacturer ("Warranty Period"). If you have questions as to the date of manufacture, please contact Manufacturer or FPLES for further information. See Section G below for determining the Manufacturer of the SPD and the Manufacturer contact information at the end of this document.

C. What Will Manufacturer Do?

If any SPD proves defective during the Warranty Period, Manufacturer will repair (without charge for parts or labor) or will provide a replacement in exchange for the defective SPD.

If it is determined, at the Manufacturer's sole discretion, that a transient voltage/surge current has passed through a defective SPD and caused physical damage to Standard Residential Equipment as defined above, Manufacturer 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 customer must have followed proper claim procedures as described in **Section E, "How To Get Service?"**. In order for a SPD to be deemed defective, (i) the SPD must show an indication of activation and the fuse wire(s) have disconnected and (ii) the SPD must have failed to perform its function according to the manufacturer's published SPD specifications. Manufacturer'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 appliance, per occurrence, with a maximum of \$500,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim. In addition and at Manufacturer's sole discretion, if it is determined that you are entitled to compensation, you will be either given 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.

D. What Does This Warranty Not Cover?

This extended limited warranty does not cover any SPD where Manufacturer's nameplate or FPLES' SurgeShield nameplate has been deliberately tampered with or removed. This warranty shall not apply to any defect, failure, or damage caused by repair of the SPD not performed by an authorized Manufacturers service center. **This warranty excludes (a) bodily injury to persons, (b) defects caused by or damages resulting from operation of the SPD under conditions exceeding Manufacturer's published SPD specifications, such as continuous steady over-voltages as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) generators and any damages caused by a SurgeShield customer's on-site backup generator, (e) elevators and elevator equipment; (f) electric cars or supplemental equipment associated with electric cars; (g) solar equipment; (h) or any damages caused by a defective SPD other than physical damage to Standard Residential Equipment.** Under no circumstances, will Manufacturer guarantee performance for a direct lightning strike not carried down the utility power lines or passing through the transformer and then the SPD.

Manufacturer 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. **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.**

E. How To Get Service?

SPD Product Claims Procedure: In order to obtain service under this warranty, FPLES (1-888-No-Surge) must be given notice of the SPD defect within seven (7) working days of discovery of the defect. FPLES will remove the SPD and will return it to Manufacturer for inspection and to determine if the SPD is defective. Manufacturer will repair or replace any SPD it finds to be defective.

Damaged Standard Residential Equipment Claims Procedure: A customer must give FPLES notice of a physical damage claim for Standard Residential Equipment within seven (7) working days of discovery of the damaged equipment. A claim form will be sent to the customer by FPLES, which must be completed in its entirety and returned to Manufacturer within thirty (30) days. This claim form must contain a detailed description of the nature and extent of any repairs done to repair the physical damage to the Standard Residential Equipment along with all receipts. If any repairs have not been done 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 will result in the claim being permanently denied. Manufacturer or an authorized representative of Manufacturer 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.

F. How Can I Appeal a Claims Decision?

If a customer is not satisfied with a claims decision made by Manufacturer, the customer may request reconsideration by contacting FPLES at 888-No-Surge.

G. Who are Manufacturer and FPLES?

SurgeShield is offered by FPL Energy Services, Inc. (FPLES), a subsidiary of NextEra Energy, Inc. and an affiliate of Florida Power & Light Company (FPL). SurgeShield is not offered, administered, warranted, guaranteed or backed by FPL. FPLES can be reached at 6001 Village Blvd., West Palm Beach, FL 33407 or by phone at 888-No-Surge.

The manufacturer and/or supplier of the SPD are either Meter-Treater Inc. or KENICK, Inc. The applicable manufacturer and/or supplier (“Manufacturer”) can be easily identified by the color of the label on the device attached to the home. A blue or orange label indicates that Meter Treater, Inc. is the Manufacturer. A green label indicates that KENICK, Inc. is the Manufacturer. The applicable Manufacturer is responsible for this warranty and can be contacted at the address listed below.

H. How Does State Law Apply?

These are the sole warranties made by Manufacturer 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.

Meter-Treater, Inc.
1349 South Killian Drive
Lake Park, Florida 33403
1-800-342-6890 / Fax 1-561-848-2372

KENICK, Inc.
1025 1st Ave. North
St. Petersburg, Fl 33705
1-800-362-9997

This warranty complies with the Magnusson-Moss Act