

# Extended 10-year and 5-year limited warranties

## For the surge protection product line

Phoenix Contact USA, Inc. warrants to the original end user that the products referred to below, if used in accordance with all applicable instructions, safety codes, and industry standards, shall be free from defects in material and workmanship, including defects resulting from failure or malfunction of the products from lightning and switching transient events, for the term of years set forth below.

10-year term of warranty for surge protection products, consisting of FLASHTRAB.

5-year term of warranty for surge protection products, consisting of COAXTRAB, DATATRAB, PLUGTRAB, SURGETRAB, SYSTEMTRAB, and VALVETRAB.

Surge protection products not covered under an extended warranty are covered by the standard 1-year warranty outlined in Phoenix Contact's standard Terms and Conditions of Sale, consisting of BLOCKTRAB, BOXTRAB, CHECKMASTER, COMTRAB, LINETRAB, the MT series, NEF series, SFP series, and TERMITRAB.

The term of this warranty shall begin at the date of shipment to the original end user and shall apply only to the original end user of the product or products referred to above.

In the event of breach of warranty, Phoenix Contact agrees to correct the defect by adjustment, repair, modification, or replacement of the product at the sole option of Phoenix Contact. This remedy shall be the sole and exclusive remedy of the end user in the event of breach of warranty, and Phoenix Contact shall have no other liability or obligations.

Except as modified by this warranty, the remedy and rights of the end user are further subject to any limitations and conditions contained in the standard Terms and Conditions of Sale of Phoenix Contact, a copy of which will be furnished upon written request.

This warranty shall be null and void, and Phoenix Contact will have no liability if the product has been misused, misapplied, improperly installed, improperly maintained, altered, modified, or otherwise subjected to improper operations or an unsuitable installation environment.

### Prerequisites to warranty coverage

The product must be installed by a qualified technician and shall not have been repaired or altered without the authorization of Phoenix Contact.

- The end user must register the product by submitting the required information on a registration form provided by Phoenix Contact through Phoenix Contact's website, or by submitting the registration form by facsimile, U.S. mail or courier service. Phoenix Contact reserves the right to reject all registrations which have not been properly completed and submitted by the end user.
- The end user must first obtain a Return Material Authorization (RMA) number from Phoenix Contact. The product must then be returned for inspection by Phoenix Contact within the warranty period and within thirty (30) days of the occurrence of the failure or malfunction of the product. The product must be accompanied by a written statement, which must contain the date of the occurrence and a description of the failure or malfunction of the product. The end user must be prepared to answer all reasonable questions and provide all reasonable information concerning the use, installation, and failure and malfunction of the product.
- The end user shall be responsible for all shipping costs to and from Phoenix Contact.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY – IN NO EVENT SHALL PHOENIX CONTACT BE LIABLE FOR LOSS OF PRODUCTION TIME, INSTALLATION TIME, DATA LOSS, EQUIPMENT REPLACEMENT LOSS, LOSS OF PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR OBLIGATIONS UNDER THIS WARRANTY OR ANY AGREEMENT FOR THE SALE OF THE PRODUCTS.

No action arising out of any claimed breach of this warranty may be brought more than two years after the cause of action has accrued.

### Claim procedure:

- For replacement requests, contact Phoenix Contact Customer Service Department at 1-800-808-7177.
- A Return Material Authorization (RMA) number will be issued and shipping of replacement parts arranged.