

THIS POLICY IS NOT A WARRANTY, REFER TO THE Always "On" UPS Systems Inc. (*Always "On"*) LIMITED WARRANTY FOR INFORMATION CONCERNING THE WARRANTY FOR YOUR *Always "On"* PRODUCT, THE LIMITATIONS AND CONDITIONS CONTAINED IN THIS POLICY DO NOT AFFECT THE TERMS OF THE WARRANTY.

**"Equipment Protection Policy"
Valid in the USA and Canada Only for
120 Volts Single Phase Products**

If your electronic equipment is damaged by power line transients, while directly and properly connected to a standard *Always "On"* product covered by our Equipment Protection Policy ("connected equipment") and if all of the remaining conditions specified below are met, *Always "On"* will, at *Always "On"*'s sole option, during the period specified below only, replace the *Always "On"* Product and either (a) pay for (pre-approved) the repair of the connected equipment or (b) reimburse you for the fair market value, as determined by the current price list of the Boston Computer Exchange (or equivalent), of the connected equipment, in an amount not to exceed the dollar amount stated below, if *Always "On"* determines that the damage was caused by the failure of the *Always "On"* product to protect against power line CATV line transients. Power line transients that *Always "On"* products have been designed to protect against, as recognized by industry standards, include spikes and surges on the AC power lines. Protection from telephone line transients applies only to *Always "On"* products which offer modem protection, and in cases in which such protection is available, the telephone service equipment must include a properly installed and operating "primary protection" device at the service entrance (such devices are normally added during telephone installation) in order to be covered for telephone line transients. Protection of CATV (cable television) connected equipment from transients applies only to *Always "On"* products which offer such protection, and in such cases, the CATV service must be properly grounded according to the codes set forth in the National Electrical Code (NEC) in order to be covered for CATV transients. Protection from data line transients applies only to *Always "On"* UPS products, which offer data line protection.

Always "On" reserves the right to determine whether the damage to the connected equipment is due to *Always "On"* product failure by requesting that damaged equipment be sent to *Always "On"* for inspection. This policy is in excess of, and applies only to the equipment provided by other sources, including, but not limited to, any manufacturer's warranty, extended warranty coverage and homeowner's insurance. In instances where others insurance coverage applies *Always "On"*'s warranty is secondary.

**Equipment Protection Policy Dollar
and Period Limits**

For customers that meet the qualifications and conditions set forth in this policy, *Always "On"* will provide reimbursement (cost of repair or replacement at fair market value) during the warranty time limits and up to the dollar amounts stated as follows:

<u>Products</u>	<u>Dollar</u>	<u>Term</u>
GES-S Series	\$25,000	Lifetime
GES V Series	\$25,000	Lifetime

GES L Series	\$25,000	Lifetime
GES N Series	\$25,000	Lifetime

Note 1: "Lifetime" period is the life of the product while owned by the original purchaser. ("you" or "purchaser"). Other period limitations are from the date of purchase.

**Eligibility for coverage under the
Equipment Protection Policy:**

1. You must register the product by returning to *Always "On"* the warranty card provided with the product within 10 days of purchase. All information must be filled in correctly.
2. All connected equipment must be UL or CSA approved.
3. The *Always "On"* products must be plugged into properly wired and grounded outlets; no extension cords, adapters, other ground wires, or electrical connections may be used in conjunction with the standard *Always "On"* 120 Volt products. The installation must not include power protection products made by any other manufacturer, other than *Always "On"*. The installation must comply with all applicable electrical and safety codes set forth pursuant to the most current National Electrical Code (NEC).
4. Any claim under the Equipment Protection Policy must be made within 3 days of the date of alleged damage to the connected equipment.
5. The Equipment Protection Policy covers only standard *Always "On"* 120 Volt products used in the United States and, or Canada.

**What is not covered under the
Equipment Protection Policy:**

1. DAMAGE TO ELECTRONIC EQUIPMENT RESULTING FROM TRANSIENTS ON DATA LINES IS NOT COVERED UNLESS THE UPS OR SURGE PRODUCT OFFERS SUCH PROTECTION.
2. Restoration of lost data and reinstallation of software are not covered.
3. This policy does not cover damage from a cause other than AC power line transients, except for damage due to data line, telephone or CATV transients, which is covered only if the *Always "On"* product offers such protection and the unit is properly utilized.

In addition, the following are expressly excluded from coverage:

4. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION ENVIRONMENT FOR THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LACK OF A PROPER SAFETY GROUND).
5. Damage caused by the use of the *Always "On"* product for purposes other than those for which it was designed.
6. Damage caused by accidents, or disaster such as fire, flood, wind, earthquake, war etc.
7. Damage caused by abuse, misuse, alteration, modification, or negligence.
8. This policy is null and void if, in *Always "On"*'s view, the *Always "On"* product has been tampered with or altered in any way.
9. EXCEPT AS EXPRESSLY PROVIDED IN THIS POLICY, IN NO CASE SHALL *Always "On"* BE LIABLE UNDER THE TERMS OF THIS POLICY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR MULTIPLE DAMAGES ARISING OUT OF THE USE OF THE *Always "On"* PRODUCT OR DAMAGE TO THE CONNECTED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED, EVEN IF ADVISED

OF THE POSSIBILITY OF SUCH DAMAGE, SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE *Always "On"* PRODUCT OR THE CONNECTED EQUIPMENT OR ANY OF THE CAPITAL COSTS OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR OTHER SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.

Submitting and Equipment Protection Policy Claim:

1. If all of the conditions for coverage are satisfied, call the *Always "On"* customer service department at (250) 491-9777 Ext.#209 and obtain an EPP RMA (Equipment Protection Policy Returned Material Authorization Number). *Always "On"* will forward a Equipment Protection Policy claim form, which must be completed and returned within 3 days.
2. RMA number must be marked and visible on the packaging of the *Always "On"* product you are returning.
3. Pack the *Always "On"* product in its **original packaging** (or request packing materials from *Always "On"* if the packaging has been discarded). Enclose the completed equipment protection policy claim form and a copy of your sales receipt for the *Always "On"* product in the box.
4. Ship the product (one way shipping charges paid by you to: **Always "On" UPS Systems Inc.
#100 – 150 Campion Rd
Kelowna, BC V1X7S8
Att: EPP RMA# _____**
6. *Always "On"* will evaluate the product to determine its level of functionality. *Always "On"* will examine the product for evidence of damage from AC power line transients (data line, telephone line or CATV transients, if applicable), *Always "On"* will send to the customer a report summarizing the tests performed and results. (A) If the returned product shows evidence of damage from power line transients (data line, telephone line or CATV transients, if applicable), *Always "On"* will request that all connected equipment for which an Equipment Protection Policy claim has been submitted, be sent for evaluation to either *Always "On"* or an authorized service center. If it is determined that the connected equipment has been damaged from AC power line transients (data line, telephone line or CATV transients, if applicable), *Always "On"* will, in its discretion, either authorize you to have the equipment repaired or reimburse you for the fair market value of the damaged equipment, up to the dollar limits stated above. Please save the damaged connected equipment or all damaged parts. (B) If I found that the equipment show no damage or that the damage was caused by other than Power Line aberrations the claim will be disallowed.
7. If you are authorized by *Always "On"* to have the connected equipment repaired, the repair must be performed at a service center that is authorized by the manufacturer of the connected equipment. *Always "On"* reserves the right to contact the authorized service center directly to discuss repair costs and damage to the connected equipment and reserves the right to request that the service center forward the connected equipment or components of the connected equipment to *Always "On"* for inspection. Please instruct the service center to save all damaged parts.
8. *Always "On"* will, after determining that the damage was caused by the failure of the *Always "On"* product to protect against AC power line transients (data line, telephone line or CATV transients, if applicable) issue payment to you, in its sole discretion for either costs of repair or the fair market value of the connected equipment, up to the dollar limits stated

above. *Always "On"* also reserves the right to require you to transfer title and deliver the connected equipment to *Always "On"* if it chooses to reimburse you for the fair market value of the connected equipment.

9. Unless modified in writing and signed by *Always "On"* and you, the terms of this policy are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written. No employee of *Always "On"* or any other party is authorized to make any representation beyond those made in this agreement concerning the Equipment guard Policy.