

TESCO
SURGE PROTECTION SYSTEM

**LIMITED PRODUCT WARRANTY FOR
COMMERCIAL CUSTOMERS**

TESCO
8440 SE SUNNYBROOK BLVD.
STE. 206
CLACKAMAS, OR 97015

TESCO HEREIN PROVIDES A LIMITED PRODUCT WARRANTY ONLY. TESCO IS NOT AN INSURER AGAINST LOSS OR DAMAGE FROM ELECTRICAL SURGES OR CURRENTS

1. Limited Warranty. Tesco warrants that each Tesco Surge Protection System, Model Nos. TES 240MSA, TES240R, TES 208SE, TES 240SE and TES277SE, when installed by Utility according to Tesco installation instructions and used by Customer for the purposes intended by Tesco, will be free from defects in its material and workmanship and will meet the written engineering specifications and test standards prepared by Tesco.
2. Warranty Period. Tesco will replace the surge arrester damaged by lightning except when in Tesco's sole discretion the damaged was caused by conditions outlined in section 3 of this warranty. This Limited Warranty will expire on the date of the tenth (10th) anniversary of the date the System is first installed by the Utility (the "First Installation Date") for the Customer within the first year of original ship date. The First Installation Date of each System shall be designated by Utility (but if not so designated it shall be determined effective by Tesco as original ship), and Utility shall give Customer written notice of such First Installation Date upon installation.
3. Conditions Affecting Warranty Replacement of Surge Arrester
 - 3.1 improper installation of the System (which includes, but is not limited to, installation of the System on an electrical system that is not in compliance with national, state, or local electrical code, NFPA grounding practices, or Tesco installation instructions);
 - 3.2 misuse or abuse of the System;
 - 3.3 alteration of the System or to the electrical to which it is installed;
 - 3.4 sustained overvoltages or undervoltages passing through the System (a "sustained overvoltage" is any transmission greater than nominal voltage, including but not limited to that occurring when a high-voltage line comes in contact with a low-voltage line or a lost system neutral); an undervoltage is any transmission less than nominal voltage including total loss of electrical power service.

3.5 direct lightning strikes

3.6 earthquakes, Solar storms, severe weather, and other natural disasters and Acts of God, except lightning in the limited circumstances described in Paragraphs 4.1.

3.7 any events for which a state of emergency is announced by any governmental authority concerning the Customer's geographic region or jurisdiction.

4. Remedy for Breach of Limited Warranty.

4.1 Customer's sole and exclusive remedy for this Limited Warranty will be to require Tesco to replace the surge arrester.

4.2 However, TESCO SHALL HAVE NO LIABILITY PURSUANT TO THIS LIMITED WARRANTY AND NO OBLIGATION TO REPAIR OR REPLACE ANY SURGE ARRESTER UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED:

4.2.1 Not less than seven (7) days after Customer's discovery or suspicion of a defect in the System, Customer notifies Utility and or Tesco at the above addresses of such defect.

4.2.2 Customer establishes that the System was not altered and was at all times handled, installed, maintained, and used by Customer and/or Utility in accordance with:

4.2.2.1 this Limited Warranty,

4.2.2.2 all written instructions, specifications, and warnings furnished by Tesco,

4.2.2.3 all national, state, and local electrical codes and NFPA grounding practices, and

4.2.2.4 Tesco installation instructions;

4.3 In the event that Tesco is liable for a warranty claim, the decision between whether to repair or to replace the surge arrester shall be made by Tesco in its sole discretion.

5 Fraudulent Claims and Waiver of Right to Future Claims. CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER SUBMITS A FRAUDULENT CLAIM ON THIS LIMITED WARRANTY, CUSTOMER HEREBY WAIVES ITS RIGHT TO ALL FURTHER CLAIMS (FRAUDULENT AND NON-FRAUDULENT) OR REMEDIES FOR THE BREACH OF THIS LIMITED WARRANTY OR ANY OTHER IMPLIED WARRANTIES WHICH OTHERWISE MAY EXIST.

6. Warranty Disclaimers. TESCO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED HERE.

6.1 NO AGENT OR REPRESENTATIVE OF TESCO, NOR OF ANY RETAILER, LESSOR, OR INSTALLER OF THE SURGE PROTECTION SYSTEM, HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY NOT STATED HERE.

6.2 THIS LIMITED WARRANTY SETS FORTH ALL OBLIGATIONS OF TESCO IN THE EVENT DEFECTS APPEAR IN THE SYSTEM. THE REMEDIES STATED HERE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGE, LOSS, OR CLAIM.

6.3 TESCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.

6.4 Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

PRODUCT INFORMATION (to be completed by Utility):

MODEL: _____

RSPS SERIAL NO.: _____

FIRST INSTALLATION DATE: _____

WARRANTY EXPIRES ON: _____

CUSTOMER INFORMATION (TO BE COMPLETED BY UTILITY):

NAME: _____

ADDRESS: _____

PHONE: _____

SALE/LEASE DATE: _____

INSTALLED FOR CUSTOMER BY: _____ **ON** _____