

POWERWORX™ e³

WHOLE HOUSE ENERGY MANAGEMENT SYSTEM

PowerwoRx™ e³ product

Ten Year Limited Product Warranty

\$25,000 Home Appliance and Electronics Protection Warranty

See Warranty Inside

PowerwoRx e³ is distributed exclusively by:



310 T. Elmer Cox Drive
Greeneville, TN 37743
1.800.989.2299

PowerwoRx™ e³ product

Ten Year, \$25,000 Limited Warranty

(Valid in U.S. and Canada Only)

TERMS: Pursuant to the terms and subject to the limitations of this warranty, EcoQuest International, Inc. ("EcoQuest") warrants its PowerwoRx™ e³ product to be free of defects in material and workmanship to the original purchaser for a period of ten years from the date the product is first placed in service. Subject to the limitations herein, EcoQuest will repair or replace (at EcoQuest's option) any such PowerwoRx e³ product shown to be either defective in material or workmanship or working properly and damaged or destroyed in the course of performing the task or tasks for which it was designed, within the first ten years of use, and, furthermore, subject to the limitations set forth below, will refund the current value of any electrical equipment that is damaged due to power transients, while such equipment is properly connected to EcoQuest's PowerwoRx e³ products (hereinafter "Connected Equipment"). Power transients include spikes and surges on the AC power lines that the PowerwoRx e³ products have been designed to protect against (as recognized by industry standards).

In order to obtain coverage under this warranty, the EcoQuest PowerwoRx™ e³ product must have been properly installed by a professional and/or fully licensed electrician and must have been fully operational at the time of the occurrence of damage. No extension cords or other such electrical connections may be used. The installation must comply with all applicable electrical and safety codes set forth by the National Electrical Code ("NEC"). This warranty does not cover any damage to Connected Equipment resulting from a cause other than an "AC power surge or spike." No coverage is provided for damage which results from power transients entering from telephone or data lines or from any other source other than the AC power lines.

The terms of this warranty are null and void if

the EcoQuest PowerwoRx e³ product has been improperly installed, tampered with, modified, or altered in any way. This warranty does not provide coverage for damage to Connected Equipment resulting from an accident or from the misuse or abuse of the e³ product or of the Connected Equipment. This warranty is valid only for PowerwoRx e³ products being used in the U.S.A. or Canada. This warranty does not provide coverage if the Connected Equipment was not being used under normal operating conditions, not in accordance with all of its labels or instructions, or if the Connected Equipment was otherwise being used in a negligent or improper fashion.

EcoQuest products are authorized for sale through Independent EcoQuest Dealers or activTek Distributors only. All warranties are voided if a product is purchased through unauthorized channels. EcoQuest will not extend warranty coverage on any product sold in a manner that violates EcoQuest's Internet Advertising Guidelines. This includes websites that are not authorized to use EcoQuest's trademarked names, images, and logos, as well as Internet auction sites. If a valid serial number is missing from the PowerwoRx e³ product, the warranty will be voided. To confirm warranty coverage prior to purchasing a product, contact EcoQuest International at 800.989.2299 with the serial number located on the back of the unit.

Except as otherwise expressly provided herein, EcoQuest's obligation under this Warranty with regard to a PowerwoRx e³ product shown to EcoQuest's satisfaction to be either defective in material or workmanship or working properly and damaged or destroyed in the course of performing the task or tasks for which it was designed shall be to repair or replace the applicable PowerwoRx e³ product, at EcoQuest's option.

In addition to the repair or replacement of a defective

product, EcoQuest will also refund the current value of any Connected Equipment damaged due to power transients while properly connected to a properly installed PowerwoRx e³ product, subject to the following limitations in coverage:

- EcoQuest's responsibility under this portion of the warranty shall be limited to \$2,500.00 per electronic device;
- EcoQuest's responsibility under this portion of the warranty shall be limited to \$25,000.00 in the aggregate, per occurrence;
- EcoQuest's responsibility under this portion of the warranty shall be limited to claims only to the extent such claims exceed a \$250.00 deductible per electronic device;
- EcoQuest's responsibility under this portion of the warranty shall be limited to the extent that the damage is not otherwise covered by any other form of available insurance coverage, including, but not limited to, a homeowners or casualty insurance policy, and only to the extent not covered by any warranties available from the manufacturer of the connected device; and
- EcoQuest's responsibility under this portion of the warranty shall not include and expressly excludes any claims for damage to medical equipment, life support equipment, or security equipment or alarms.

EcoQuest shall perform all warranty work at the office location with the address described on the warranty post card, and purchaser must deliver defective parts or units to that address. Unless this warranty is expressly renewed or extended by EcoQuest, any repaired or replaced part or unit shall be under warranty to the original purchaser only, for the length of the unexpired portion of the original warranty.

THE OBLIGATIONS OF ECOQUEST HEREIN ARE EXPRESSLY GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE

HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW. All implied warranties including warranties of merchantability and fitness for a particular purpose which may not be disclaimed are limited to the ten year term of the express warranty granted herein. However, some states do not allow limitations on how long an implied warranty lasts, so the above may not apply to you. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, IN NO EVENT WILL ECOQUEST BE LIABLE FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Specifically, but not by way of limitation, EcoQuest is not liable under this warranty for any costs, lost profits or revenue, loss of software, loss of data, costs of substitutes, food spoilage, claims by third parties, or otherwise.

To receive service under this warranty, you must be the original purchaser/user of the PowerwoRx e³ product and of the Connected Equipment; this warranty is not transferable. EcoQuest reserves the right to determine whether the damage to the Connected Equipment was due to a malfunction to the EcoQuest PowerwoRx e³ product by requiring that the Connected Equipment and the PowerwoRx e³ product in question be sent to EcoQuest at the customer's expense, for examination. You must obtain a Returned Material Authorization ("RMA") number from EcoQuest prior to returning the product. Product must be returned to EcoQuest at consumers' cost and accompanied with a brief description of the problem encountered and original receipt that shows date and place of purchase.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If your unit is defective, please contact EcoQuest International, 310 T. Elmer Cox Drive, Greeneville, TN 37743 or www.EcoQuest.com. Mail Warranty Card Information or register online within 10 days of purchase for activation of warranty.

Your New PowerwoRx unit will save you money and help protect your electronic equipment from damaging surges, spikes, and electronic noise. Your unit comes with an industry-leading ten-year limited warranty. Even if PowerwoRx fails as a result of performing the function for which it was designed, we will repair or replace the unit.

In addition, if the PowerwoRx unit is properly installed and operating according to the instructions, and an appliance or electronic device is damaged due to an electrical surge or spike, we will reimburse you up to \$25,000 to repair or replace the damaged equipment.



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