

Boltshields – Surge Protection Device

Limited Warranty Terms, Conditions and Limitations

1. Siemens Surge Protection Device (“SPD”) Limited Warranty

During the period stated below in Table 1 (the “Warranty Term”) and subject to the terms and conditions contained below, Siemens Industry, Inc. (“Siemens”) warrants that the SPD is free from any material defects in design, manufacturing, materials and workmanship and further warrants the SPD against damage incurred by an electrical surge as defined by IEEE C62.41 (except and excluding any sustained over-voltage and any direct lightning strike).

2. SPD Limited Warranty Remedies to Purchaser

Should Siemens determine that the SPD is defective or damaged by Electrical Surge during the applicable Warranty Term for the SPD Part Numbers listed in Table 1 below, Siemens will, at its sole discretion, either repair or replace the SPD with a product of like kind and quality. In the event Siemens determines that an SPD is defective or has failed during the applicable Warranty Term, the responsibility of Siemens under this SPD Limited Warranty will be limited to, at Siemens sole discretion, the repair or replacement of the SPD.

Siemens warranties cover non-conformities in workmanship and material. Any additional related costs, including but not limited to, labor, freight, and mileage are excluded.

3. Additional Limited Warranty for Covered Equipment Connected to the SPD (“Covered Equipment Warranty”)

During the applicable Warranty Term and subject to the terms, conditions, limitations and exclusions of this warranty, Siemens Industry will pay the actual cost to repair or replace, up to the applicable Excess Coverage Limit listed in Table 1, each item of Covered Equipment, defined on the next page. The Covered Equipment must have been properly installed and connected to an SPD covered by the SPD Warranty which is directly damaged by an Electrical Surge as defined by IEEE C62.41 (except and excluding any sustained over-voltage and any direct lightning strike).

Table 1

BoltShield SPD Part Numbers	Warranty Term	Excess Coverage Limit
FSPD140	10 years	\$100,000
FSPD100	10 years	\$75,000
FSPD060	10 years	\$50,000
FSPD036	3 years	\$10,000
QSPD2A035B	3 years	\$10,000
QSPD2A065P	10 years	\$50,000
QSPD3B065	10 years	\$50,000
QSPD3C065	10 years	\$50,000
QSPD3D065	10 years	\$50,000

Covered Equipment:

“Covered Equipment” means the following items installed within the interior of a residence and properly connected to a Siemens SPD: washer, dryer, (including combination units) refrigerator, freezer, HVAC unit, trash compactor, dishwasher, garbage disposal, gas/electric stoves, combination ranges, cooktop units (including combination stove / built-in microwave oven units).

Any equipment not expressly listed above is excluded from the definition of Covered Equipment and is not eligible for protection under this limited warranty.

Limitations to Excess Coverage Amount:

The limit of Siemens liability under this Covered Equipment Warranty shall equal the LESSER of: (1) the Excess Coverage Limit in Table 1 for the applicable Siemens Part Number, or (2) the deductible amount of purchaser’s Insurance Coverage (defined below). The Excess Coverage Limit shall only apply to the extent that the cost of repair or replacement of the Covered Equipment exceeds the limits of Insurance Coverage.

IMPORTANT NOTE TO PURCHASER REGARDING CLAIMS AND COVERAGE:

THE COVERED EQUIPMENT WARRANTY AND CORRESPONDING EXCESS COVERAGE LIMIT IS SECONDARY TO ANY OTHER APPLICABLE INSURANCE POLICY OR 3RD PARTY MANUFACTURER’S WARRANTY WHICH INSURES OR OTHERWISE PROVIDES ANY MONETARY REMEDY TO PURCHASER AND INCLUDES BUT IS NOT LIMITED TO ANY ONE OR MORE OF THE FOLLOWING: HOMEOWNERS INSURANCE, RENTER’S INSURANCE, PROPERTY OR CASUALTY INSURANCE, ORIGINAL MANUFACTURER’S WARRANTIES, SERVICE CONTRACTS OR PROTECTION PLANS, EXTENDED WARRANTY PLANS AND/OR HOME WARRANTIES (collectively “Insurance Coverage”). PRIOR TO SUBMITTING A CLAIM UNDER THIS COVERED EQUIPMENT WARRANTY, PURCHASER MUST FIRST SUBMIT A CLAIM UNDER ITS INSURANCE COVERAGE. IF YOU DO NOT HAVE INSURANCE COVERAGE, YOU WILL NOT BE ELIGIBLE FOR PROTECTION UNDER THIS COVERED EQUIPMENT WARRANTY. FAILURE TO SUBMIT A CLAIM TO YOUR INSURER WILL RESULT IN A DENIAL OF YOUR CLAIM BY SIEMENS. ADDITIONALLY, IF PURCHASER’S CLAIM IS DENIED UNDER ITS INSURANCE COVERAGE, SIEMENS WILL TREAT THAT DECISION AS BINDING AND PURCHASER WILL BE INELIGIBLE FOR ANY BENEFITS OR COVERAGE UNDER THIS COVERED EQUIPMENT WARRANTY. THE SIEMENS COVERED EQUIPMENT WARRANTY SHALL ONLY APPLY TO THE EXTENT THAT THE COSTS FOR REPAIR OR REPLACEMENT TO THE COVERED EQUIPMENT EXCEED THE APPLICABLE POLICY LIMITS OR OTHER REMEDIES AFFORDED PURCHASER UNDER ITS INSURANCE COVERAGE.

4. Claim Process for SPD Warranty and Covered Equipment Warranty

To make a claim under these limited warranties a claimant must:

(a) within thirty (30) days of the occurrence of the damage, contact Siemens Industry Customer Care Center at 800.333.7421 to open a service request to start your claim process by providing the documents listed in (b)-(d) below; (b) retain the original dated BoltShield SPD sales receipt and provide the sales receipt to Siemens; (c) submit a report prepared by a licensed electrician that determines the cause of damage and includes all repair receipts and details material and labor costs and includes a photo of the damaged equipment (d) obtain proof of claim submission which includes a claim number pursuant to your Insurance Coverage and adequate documentation confirming applicable deductible amount and approval of the claim by your insurer pursuant to your Insurance Coverage.

Siemens will require the return the damaged BoltShield SPD to its facility – return shipment information will be provided by our Customer Care Center. Failure to follow the claims procedure set forth above will lead to the denial of any claim made hereunder.

5. Conditions, Limitations and Exclusions

The SPD Warranty and the Covered Equipment Limited Warranties are subject to and conditioned upon the following terms:

- (a) All electrical work must be performed by a qualified and licensed electrician;
- (b) The electrical system into which the SPD is installed must be properly grounded and bonded in full satisfaction of the National 67 Electrical Code (2017), article 250.30 and other applicable NEC requirements.
- (c) The SPD and Covered Equipment must be properly installed and connected in compliance with Siemens Industry instructions and specifications and in accordance with all local, state, and federal codes, and the requirements.
- (d) The SPD and Covered Equipment must be properly maintained, not subject to unreasonable or excessive use or conditions and used in a manner consistent with its design and specifications.
- (e) The SPD and Covered Equipment must not have been modified, damaged or altered in any way.
- (f) Siemens Industry must receive written notice of any SPD defect or damage to the Covered Equipment within 30 days following discovery of the defect and written notice of any damage caused by electrical surge within 30 days following the occurrence (collectively the "Notice Period"). Any claims submitted under either the SPD Warranty or the Covered Equipment Warranty after the expiration of the Notice Period are ineligible for coverage and will be rejected by Siemens.
- (g) SPD must be inspected by Siemens for Electrical Surge damage. Siemens must find signs of Electrical Surge damage or evidence that the SPD performance deviated from Siemens design specifications for protection from an Electrical Surge by more than ten percent (10%).
- (h) Claims resulting from sustained over-voltage and/or any direct lightning strike are excluded.
- (i) WITH RESPECT TO OR IN CONNECTION WITH ANY CLAIM SUBMITTED PURSUANT TO THIS COVERED EQUIPMENT WARRANTY, SIEMENS INDUSTRY WILL NEVER BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS, LOSS OF USE LOSS OR CORRUPTION OF DATA, CONTRACTUAL CLAIMS OF 3RD PARTIES, LOSS OF REVENUE, PROFITS CAPITAL AND INTEREST OR ANTICIPATED SAVINGS.

- (j) Siemens Industry will not be responsible for charges related to the shipping of the damaged SPD to Siemens Industry for inspection.
- (k) The warranties are not assignable. Only the initial user of the SPD is eligible for coverage. Subsequent purchasers or assignees are excluded from submitting claims.
- (l) SPDs must have been purchased directly from Siemens Industry or from an authorized distributor, reseller, or electrical contractor in a new and unaltered condition. Proof of purchase must be provided to Siemens Industry with each notice of claim.

Legal Manufacturer

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