

Warranty and Limitation of Liability

Effective October, 2017

MCG Electronics, Inc. dba MCG Surge Protection (The "Company"), Deer Park, New York, warrants to the buyer of equipment manufactured and sold by the Company that such equipment will be free from defects in material and workmanship under normal use and service for a period of twenty (20) years from date of shipment from the Company's factory or warehouse of the Company.

In addition, above and beyond the MCG 20-Year warranty, the Company offers free lifetime replacement of protection modules and fuses for all applicable AC Power Line Protectors.

THE COMPANY'S OBLIGATION UNDER THIS WARRANTY SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO REPAIRING OR REPLACING, AT THE FACTORY OR A SERVICE CENTER OF THE COMPANY, ANY SUCH EQUIPMENT OR PARTS THEREOF WHICH AN AUTHORIZED REPRESENTATIVE OF THE COMPANY FINDS TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE WITHIN SUCH PERIOD OF TWENTY YEARS. THE COMPANY RESERVES THE RIGHT TO SATISFY SUCH OBLIGATION IN FULL BY REFUNDING THE PURCHASE PRICE FOR ANY SUCH DEFECTIVE EQUIPMENT. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM. This warranty does not apply to any equipment that has been tampered with or altered with in any way, which has been damaged as a result of misapplication or improper installation or which has been subject to misuse, neglect or accident.

THE FOREGOING WARRANTY IS IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, and or any other obligations or liabilities on the part of the Company, and no other person is authorized to assume for the Company any other liability with respect to equipment sold by the Company. The Company shall have no liability with respect to equipment not of its manufacture.

Written authorization and/or Material Return Authorization (MRA#) to return any equipment or parts must be obtained from the Company. The Company shall not be responsible for any transportation charges.

IF FOR ANY REASON ANY OF THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, THE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALES OF EQUIPMENT, OR USE THEREOF, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE OF SUCH EQUIPMENT.

Any action against the Company based on liability or obligation arising hereunder or under any law applicable to the Company's sale of equipment, or use thereof, must be commenced within one year after the cause of such action rises.

Warranty is void if a unit is returned to the Company with an application-related defect (ex: 120V unit is powered up at 480V.)

In the event that a unit is destroyed and the Company determines that the buyer is at fault, the buyer will have the option of 1.) Purchasing an appropriate replacement unit and a new warranty will be in effect or 2.) The Company will repair or replace but the warranty will be void.

Return Policy for New, Unused Equipment:

If a unit is returned, unused, in its original box within 30 days of sale, MCG will refund the purchase price less a 25% restocking charge. The unit must be delivered back to the factory, freight paid, in new condition. Within 90 days of purchase, applying the same conditions, MCG will issue credit for the purchase price, less a 50% restocking charge. No returns will be accepted 3 months after the date of receipt of any MCG product.

This warranty is not transferable.

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