# **Warranties**

#### LIMITED ONE YEAR WARRANTY AND EXCLUSIONS

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Leviton is free of defects in materials and workmanship under normal and proper use for one year from the purchase date. Leviton's only obligation is to correct such defects by repair or replacement, at its option. For details and to submit a concern, please visit <a href="www.leviton.com">www.leviton.com</a> or call 1-800-824-3005. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to one year. Leviton is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

#### LIMITED TWO YEAR WARRANTY AND EXCLUSIONS

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Leviton is free of defects in materials and workmanship under normal and proper use for two years from the purchase date. Leviton's only obligation is to correct such defects by repair or replacement, at its option. For details and to submit a concern, please visit <a href="www.leviton.com">www.leviton.com</a> or call 1-800-824-3005. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to two years. Leviton is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

## LIMITED FIVE YEAR WARRANTY AND EXCLUSIONS

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Leviton is free of defects in materials and workmanship under normal and proper use for five years from the purchase date. Leviton's only obligation is to correct such defects by repair or replacement, at its option. For details and to submit a concern, please visit <a href="www.leviton.com">www.leviton.com</a> or call 1-800-824-3005. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to five years. Leviton is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

## LIMITED TEN YEAR WARRANTY AND EXCLUSIONS

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Leviton is free of defects in materials and workmanship under normal and proper use for ten years from the purchase date. Leviton's only obligation is to correct such defects by repair or replacement, at its option. For details and to submit a concern, please visit <a href="www.leviton.com">www.leviton.com</a> or call 1-800-824-3005. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to ten years. Leviton is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

#### LIMITED LIFETIME WARRANTY AND EXCLUSIONS

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Leviton is free of defects in materials and workmanship under normal and proper use during the lifetime of the product. Leviton's only obligation is to correct such defects by repair or replacement, at its option. For details and to submit a concern, please visit <a href="www.leviton.com">www.leviton.com</a> or call 1-800-824-3005. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose. Leviton is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

#### **SECURITY & AUTOMATION LIMITED WARRANTY AND EXCLUSIONS**

Leviton warrants to the original consumer purchaser and not for the benefit of anyone else that products manufactured by Leviton under the Leviton brand name ("Product") will be free from defects in material and workmanship for the time periods indicated below, whichever is shorter: • OmniPro II and Lumina Pro: three (3) years from installation or 42 months from manufacture date. • OmniLT. Omni IIe. and Lumina: two (2) years from installation or 30 months from manufacture date. • Thermostats, Accessories: two (2) years from installation or 30 months from manufacture date. • Batteries: Rechargeable batteries in products are warranted for ninety (90) days from date of purchase. Note: Primary (non-rechargeable) batteries shipped in products are not warranted. Products with Windows® Operating Systems: During the warranty period, Leviton will restore corrupted operating systems to factory default at no charge, provided that the product has been used as originally intended. Installation of non-Leviton software or modification of the operating system voids this warranty. Leviton's obligation under this Limited Warranty is limited to the repair or replacement, at Leviton's option, of Product that fails due to defect in material or workmanship. Leviton reserves the right to replace product under this Limited Warranty with new or remanufactured product. Leviton will not be responsible for labor costs of removal or reinstallation of Product. The repaired or replaced product is then warranted under the terms of this Limited Warranty for the remainder of the Limited Warranty time period or ninety (90) days, whichever is longer. This Limited Warranty does not cover PC-based software products. Leviton is not responsible for conditions or applications beyond Leviton's control. Leviton is not responsible for issues related to improper installation. including failure to follow written Installation and operation instructions, normal wear and tear, catastrophe, fault or negligence of the user or other problems external to the Product. To view complete warranty and instructions for returning product, please visit us at www.leviton.com.

"TRUE WHOLE HOUSE SURGE PROTECTION" LIMITED WARRANTY
Service Entrance: Up to \$25,000 for Connected Equipment Limited Lifetime Product Replacement.

This warranty is for the benefit of the original consumer purchaser only and will continue for as long as such original purchaser uses the Leviton Surge Protective Device stated within this warranty program.

#### PRODUCT COVERAGE

Limited Lifetime on materials and workmanship on 5100 series, 5300 series, S1000 series, S2000 series, 3500 series, 50240-MSA, 55240-ASA and 51120-1/-3R surge protective devices. Subject to the provision below, this warranty covers all defects in workmanship or materials in you Leviton SPD. If the SPD is damaged by a power surge and Leviton determines that such damage was caused by the performance failure of the Leviton surge suppressor, Leviton will, at its option, repair or replace the unit.

#### **CONNECTED EQUIPMENT COVERAGE**

The Leviton "True Whole-House Surge Protection" program provides the following connected equipment coverage:

- 1. Meter Base (50240-MSA) and Surge Module (55240-ASA): Maximum coverage per household up to \$10,000 to repair or replace (whichever is less) residential equipment which sustain surge damage. Residential equipment includes: washer, dryer, stove, refrigerator, freezer, dishwasher, microwave oven, LCD or plasma TV, surround sound system, DVD, DVR and Indoor HVAC equipment. This portion of the warranty applies to electro- mechanical components and to any microprocessor components. Coverage is applicable only when the Service Entrance SPD (1) was active and fully functional immediately prior to the claim event, and (2) sustained surge damage as a result of the claim event and (3) is installed within 100 feet of conductor of structure being protected. The Cat. No. 55240-ASA will provide \$1,000 connected equipment for well-pumps.
- 2. Panel-Mount Service Entrance SPD (51120-1/-3R): Up to \$25,000 to repair or replace (whichever is less) properly connected residential equipment damaged as the result of SPD failure (the SPD must also sustain surge damage).
- 3. Plug Strips: (a.) S2000 and 5300 Series: Up to 25,000, (b.) S1000 Series: Up to \$10,000, and (c.) 5100 Series: Up to \$5,000 to repair or replace (whichever is less) properly connected residential equipment damaged as the result of SPD failure (the SPD must also sustain surge damage).
- 4. Plug-In Adapters: Up to \$5,000 to repair or replace (whichever is less) properly connected residential equipment damaged as the result of SPD failure (the SPD must also sustain surge damage).

The above remedy is your exclusive remedy under this warranty, whether based on contract, tort, including negligence or otherwise. Claims must be made within 30 days of damage or loss. Leviton reserves the right to audit the damage site and/or cost of repairs and may require a proof of loss notarized by claimant.

#### WHAT IS A "POWER SURGE"?

"Power Surge" means an electrical transient or spike on the AC power or communication lines, including those caused by indirect lighting, against which surge suppressors of this type are generally designed to protect as recognized by industry standards.

#### WARRANTY CLAIM PROCEDURES

If any of the SPD products have defects or sustain damage covered by your "True Whole-House Surge Protection" warranty, call Leviton at 1-800-323-8920. To file a claim for power surge damage to connected equipment:

 Meter Base (50240-MSA) & Surge Arrester (55240-ASA): If Red Light is ON â€" Call Utility for replacement of unit. Send the damaged Leviton SPD product(s), freight pre-paid, to Leviton Manufacturing for testing and confirmation of damage.

- 2. Surge Panels (51120-1, 51120-3R): If Red Light is ON â€" Call an electrician for replacement of unit. Send the damaged Leviton SPD product(s), freight pre-paid, to Leviton Manufacturing for testing and confirmation of damage.
- 3. Power Strips & Plug-In's: Send the damaged Leviton SPD product(s), freight pre-paid, to Leviton for testing and confirmation of damage.
- After Leviton confirms SPD damage, have damaged equipment repaired at an authorized service center.
- 5. Submit receipts along with your claim package to Leviton Manufacturing Co. Inc., 201 North Service Road, Melville, NY 11747, ATTN: CQA
- 6. Leviton reserves the right to repair or replace equipment at the prorated fair market value of the equipment damaged.

# WHAT DOESN'T THIS WARRANTY COVER?

This warranty will not apply to any defects or damage to the Leviton SPD or any properly connected equipment arising because: (1) The Leviton SPD was tampered with, modified or altered in any way, or (2) the Leviton SPD or the connected equipment was not used under normal operating conditions or in accordance with any labels or instructions. This warranty does not cover any damage to properly connected equipment resulting from a cause other than a "power surge." This warranty specifically does not cover damage associated with a sustained over- voltage; equipment installed outdoors, vandalism, theft, normal wear and tear, obsolescence, abuse or catastrophic events. This specifically excludes sprinkler systems and hard-wired security alarm systems. Well-pumps are covered only when a 55240-ASA is installed directly at the equipment. This warranty does not cover, garage door operators or outdoor equipment including outdoor HVAC units and window-mounted air conditioners. Leviton disclaims liability for any installation labor, incidental, indirect, special or consequential damages, including, without limitation, lost business profits, loss of data and all freight, mileage, travel time, and insurance charges associated with warranty coverage claims arising out of the sale or use of the Leviton SPD or out of the performance (or failure or delay) of Leviton's warranty. Valid in U.S.A. and Canada.