### ICM CONTROLS, INC. LIMITED LIFETIME PROTECTION WARRANTY

#### Covers Electrical Damage to Electromechanical or Motor-Driven Surge Related Residential and Commercial Equipment

**ICM CONTROLS, INC. ("ICM")** warrants to the purchaser that the ICM Surge Protective Device (the "Product") will be free from failure due to defects in workmanship or materials under normal care and proper usage after professional installation, which fully complies with National, State and Local Code requirements for the life of the Product. In the event of such a failure, ICM will, at its option, either repair or replace the Product and any related electrical damages, without charge, pursuant to the Protection Policy set forth below. All surge protectors continually absorb electrical currents and therefore, do not have an indefinite life span. The Product is equipped with three status LEDs and should be periodically monitored. The Product should be replaced if it does not pass its status-check procedure, as specified in the product installation guide.

#### **IMPORTANT:**

TO BE ELIGIBLE FOR THE LIMITED LIFETIME PROTECTION WARRANTY, YOU MUST MAIL BACK THE COMPLETED FORM BELOW TO THE ADDRESS PROVIDED ON THIS FORM.

#### **PROTECTION POLICY**

ICM will pay to repair or replace any electromechanical or motor-driven equipment if damaged by any surge while properly connected to the Product. This Protection Policy covers damage caused by surges (voltage impulses having a duration less than 0.5 cycles) and does not include damage caused by swells or over voltage conditions (duration exceeds 0.5 cycles) or damage caused by utility fault or faulty wiring or grounding practices, tampering or improper installation, improper storage, improper servicing, or neglect as determined by ICM at the time of return.

ICM's liability under this Protection Policy is limited to \$1,000 per occurrence (up to \$10,000 per purchaser) OR the deductible amount of the existing homeowner's insurance policy, whichever is less, and to any claims made within three (3) years of installation of the Product. This Protection Policy is secondary to any applicable warranties, service contracts or insurance. This Protection Policy is not insurance and should not be considered as a substitute for a purchaser's own insurance policy.

# For Protection Policy coverage, the following conditions must be satisfied:

- All electronic equipment eligible for warranty coverage must have been directly connected to the Product. Equipment connected to the protected equipment but not plugged directly in the Product will not be covered by this warranty.
- 2. The electronic equipment must have been damaged by a covered power disturbance that passed through the Product, excluding lightning strikes.
- 3. The Product's protection capacity must have been exhausted.

- 4. The Product must be damaged from the power disturbance.
- 5. The Product must have been properly installed by a licensed electrician or HVAC/R technician.
- 6. The Product must have been properly stored, maintained and serviced.
- 7. Any claim must be made within 120 days of the incident.
  - In order to submit a claim, you must follow the steps noted below:
- 1. Contact the Return Merchandise Authorization ("RMA") Clerk at ICM to receive an RMA number for return.
- 2. Package and send the Product to the address listed below.
- 3. Include a letter explaining what happened and the following information: a. Your full name.
  - b. Your complete address including zip code (no PO boxes allowed).
  - c. Include a copy of the dated sales receipt.
  - d. The RMA number provided by the RMA Clerk.
  - e. For a Protection Policy claim for damaged electrical equipment, file an insurance claim with your property insurance company, if applicable, and send a copy of the claim with detailed information regarding the damaged items, estimated cost of repair or replacement. ICM will repair or reimburse what is not covered under the primary insurance policy or warranty subject to the terms herein.

This limited warranty does not cover failure or damage due to improper installation, improper operation, improper maintenance, accident, fire, misuse, abuse or negligence. This limited warranty does not cover reimbursement for labor, transportation, gaining access, removal, installation, temporary power, or any other expenses that may be incurred in connection with the repair or replacement of the Product.

The limit of the liability of ICM, with respect to the Product, whether in contract, in tort (including negligence or strict liability) or otherwise. ICM disclaims all other warranties, including without limitation, any implied warranty of merchantability or of fitness for a particular purpose, and shall not be liable for any direct, indirect, incidental or consequential damages other than what is set forth herein.

#### Return claims should be sent to:



ICM Controls Corporation ATTN: Warranty Department 7313 William Barry Blvd. North Syracuse, NY 13212

RMA Clerk email: RMA@icmcontrols.com General email: info@icmcontrols.com Web: www.icmcontrols.com

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Must be completed and mailed in with a <u>copy</u> of the <u>sales receipt</u> & <u>installation invoice</u> to the address below within 15 days of installation.

> ICM Controls Corporation 7313 William Barry Blvd. North Syracuse, NY 13212



Date of Purchase:		-
Place of Purchase:		
Date of Installation:		
Installer Name:		
Installer's Company Name:		
Street Address:		
City:	State:	Zip:
Phone No.:		
Equipment Protected:		
Equipment Make:		
Equipment Model:		
Equipment Serial Number:		