



## Terms and Conditions of StormSafe Lease

Once you have received and accepted the StormSafe Meter-base surge protection device ("the Equipment") the terms and conditions of the Lease (which are listed below) will become effective:

**Rental:** You agree to lease and we, RG&E, agree to rent to you the Equipment throughout the term of this Lease.

**Payment:** Your monthly rental fee for the Equipment is \$6.95.

**Interpretation of Contract and Assignments:** This Lease will be construed according to the laws of the State of New York. This Lease may not be assigned by you to another party without RG&E's written consent.

**Term:** The term of this Lease is effective from the date of installation and will continue month to month thereafter until terminated by you or RG&E.

*Two-year term:* The term of this Lease is for a minimum of two (2) years from the date of installation.

*Three-year term:* The term of this Lease is for a minimum of three (3) years from the date of installation.

After the initial term, you or RG&E may terminate the Lease by giving the other party thirty (30) days prior written notice. If your RG&E account is in danger of delinquency or disconnection due to non-payment, this Lease may be terminated early by RG&E.

**Early Termination of Lease:** If you terminate this Lease before three (3) years have expired, you will be charged \$49.95 plus any overdue Lease payments. This amount may be charged to you without further notice.

**Maintenance:** Equipment is owned and maintained by RG&E and may not be altered or tampered with in any form.

**Title:** RG&E retains title to the Equipment and no right, title, or interest in the Equipment shall pass to Lessee. Upon termination of this Lease, the Equipment will be removed by RG&E.

**Access:** You will give RG&E representatives access to the Equipment upon reasonable notice and at reasonable times to enable RG&E to install the Equipment, make repairs or replacements of the Equipment or to remove it at the end of the term of the Lease.

**Non-waiver by RG&E:** If you fail to comply with any of the terms and conditions of this Lease and RG&E excuses your non-performance, you may still be held responsible in the future for failing to comply with the same or any other term of this Lease.

**Liability:** RG&E'S ENTIRE LIABILITY AND OBLIGATION UNDER THIS LEASE WILL NOT EXCEED \$200.00. RG&E WILL NOT BE LIABLE TO YOU FOR ANY MALFUNCTION, LOSS OR DAMAGE IN CONNECTION WITH THIS LEASE, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSS OR DAMAGE RELATED TO OR ARISING IN, CONNECTION WITH THIS LEASE.

**Disclaimer of Warranties:** THE CUSTOMER WILL BE ENTITLED TO COVERAGE UNDER THE MANUFACTURER'S LIMITED WARRANTY WHICH WILL BE PROVIDED TO THE CUSTOMER UPON INSTALLATION. RG&E IS NOT MAKING AND DOES NOT MAKE ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS LEASE.

# A Ten Year Extended Surge Suppressor “Limited” Warranty

## A. What Does This Warranty Cover:

Meter-Treater warrants to its customers that the hardware products that Meter-Treater manufactures and sells will be free from defects in materials and workmanship. This optional extended limited warranty covers consequential damages to standard residential equipment, as defined herein, as a result of a power line disturbance. For those units shipped prior to May 1, 1998 the original published warranty terms remain. Standard residential equipment is defined as electro-mechanical appliances, such as clothes washers and dryers, refrigerators, dishwashers, electric ranges, and other major home appliances that are motor driven or mechanical in nature. This warranty is transferable to the utility customer, however, adequate care and maintenance is required per section D. Lack of proper care or maintenance may void this warranty. This optional extended limited warranty does not cover any product where Meter-Treater, Inc.'s nameplate has been deliberately tampered with or removed.

## B. How Long Does the Coverage Last?

This warranty must be purchased at the onset of any purchase or lease and shall be valid ten (10) years starting from the date of installation, but in no event eleven years from the date of the original shipment by Meter-Treater, Inc. If you have questions as to the date of the original shipment, please contact Meter-Treater, Inc. for further information. It cannot be purchased after the device is placed in service.

## C. What Will Meter-Treater, Inc. Do?

If any such product proves defective during the applicable warranty period, Meter-Treater, Inc. will repair without charge for parts and labor or will provide a replacement in exchange for the defective product. Meter-Treater, Inc.'s sole liability and the customer's sole remedy for failure of this product shall be limited to the repair or replacement of the product. If it is determined that a transient voltage/surge current should pass through the Meter-Treater, Inc.'s meter based adapter and cause consequential damages to standard residential equipment or residential appliances located inside a single family residence, proper claim procedures should be followed as described in section E, “How do you get service?”. The meter-based adapter must show an indication of activation. Meter-Treater, Inc.'s liability will not exceed \$5,000.00 to any one (1) specific device or appliance, per occurrence, with a maximum of \$1,000,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim.

In addition, if it is determined that you are entitled to compensation, you will either be given the fair market value of the damaged equipment immediately preceding the failure, reimbursed for

reasonably incurred repairs, or paid the cost of reasonable estimated repairs.

Upon receipt of the failed meter based surge protector, a replacement or repaired unit will be provided.

## D. What Does this Warranty Not Cover?

This warranty shall not apply to any defect, failure, damage caused by improper use, or inadequate maintenance or care. While necessary maintenance, installation or repairs on your Meter-Treater, Inc. surge suppressor may be performed by any company, we recommend that you use only authorized Meter-Treater Service Centers. Meter-Treater, Inc. shall not be obligated to furnish service under this warranty a) to repair damage resulting from connection to incompatible equipment; or b) to service a product that has been modified, altered, or integrated with other products when such modification, alteration, or integration increases the time or difficulty of servicing the product. **This warranty excludes bodily injury to persons, defects caused by or damages resulting from misuse of the product, operation of the product under conditions exceeding Meter-Treater, Inc's specification such as continuous, steady over-voltages as a result of power delivery system damage or flaws, any structural or electrical system damage to the facility where the device is installed or negligence in use of the product. Due to the unpredictable nature of the power distribution faults, lightning, and continuous steady over-voltages as a result of the power system delivery or faults, Meter-Treater, Inc. will not be liable for any damage to products, structures, or wiring resulting from such causes.** Under no circumstances will Meter-Treater, Inc. guarantee performance for a direct lightning strike. **This extended warranty excludes all “electronic equipment” using microchip or transistor technology, such as computers, stereos, televisions, and VCRs.** If Customer also purchases plug-in surge protectors, then the connected electronic-equipment is covered under a separate plug-in surge protector warranty. **Notwithstanding any other term of the warranty, in no event will medical or life support equipment be covered under this warranty.** The meter-based adapter must show an indication of activation.

## E. How to Get Service? Product Claims Procedure:

In order to obtain service under this warranty, Meter-Treater, Inc. must be given notice of the defect within seven (7) working days of discovery of the damaged equipment. Meter-Treater, Inc. must be contacted to obtain a Return Merchandise Authorization (RMA) number. The device must be removed and returned to Meter-Treater, Inc. with shipping prepaid. A letter explaining what damage was sustained and how the damage occurred should be included.

Meter-Treater, Inc. will pay for the shipping charges to return the product to the customer.

**To activate this extended warranty, you must complete the enclosed registration card and return it to Meter-Treater Inc.**

Consequential and Damaged Residential Equipment Claims Procedures: If you believe that you have a consequential damage claim, Meter-Treater, Inc. must be given notice of connected equipment damaged within seven (7) working days of discovery of the damaged equipment. At that time, a claim form will be forwarded to claimant, which must be completed and filed within thirty (30) days. The claim form should be completed in its entirety and returned along with the failed surge suppression device, according to the Product Claims Procedures above. Further, a detailed description of the nature and extent of the repairs done and all consequential damage that occurred should be attached to the claim form. If the repair has not been done at the time the claim form is submitted, you must send an estimate of the need repairs with the claim form. The electric utility company, electrician, Meter-Treater, Inc., or an authorized representative of Meter-Treater, Inc. reserves the right to inspect the damaged equipment parts, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Meter-Treater, Inc. shall be the sole judge of failure.

## F. How Does State Law Apply?

THESE ARE THE SOLE WARRANTIES MADE BY METER-TREATER, INC. WITH RESPECT TO THE METER-BASED 240 SERIES AND THE HARDWARE MODEL MTHWL-IP. NO OTHER EXPRESS WARRANTIES ARE GIVEN. ALSO, OTHER THAN PROVIDED FOR ABOVE, CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE NOT RECOVERABLE UNDER THIS WARRANTY. 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. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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This warranty complies with Federal Guidelines.