



WARRANTY

Warranty to customers purchasing through authorized Square D distributors and customers purchasing directly from Square D. This warranty includes the following products: EMA, EBA, L-L Enhanced, IMA, BIA Series (SurgeLoc), HWA and XDSE.

Protection Limits

With regard to any Square D Surgelogic Surge Protective Device ("SPD") that has been properly installed in compliance with all applicable electrical code requirements, Square D warrants the SPD to be free from defects in materials and workmanship for a period of ten (10) years from date of invoice from Square D or its authorized sales channel. If within the applicable warranty period, purchaser discovers such item was not as warranted and promptly notifies Square D in writing, Square D shall repair or replace the items or refund the purchase price, at Square D's option. This warranty shall not apply (a) to electrical equipment in which the SPD is installed, including, but not limited to panelboards, motor control centers, busway, switchboards, switchgear, (b) to equipment not manufactured by Square D, (c) to SPDs which shall have been repaired or altered by others, other than Square D, (d) to SPDs which shall have been subjected to negligence, accident, or damage by circumstances beyond Square D's control, or to improper operation, maintenance or storage, or to other than normal use or service. The foregoing warranty does not cover reimbursement for labor, transportation, removal, installation, or other expenses which may be incurred in connection with repair or replacement.

Except as may be expressly provided in an authorized writing by Square D, Square D shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by Square D or services rendered by Square D.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED AND IMPLIED WARRANTIES EXCEPT WARRANTIES OF TITLE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

Notwithstanding anything to the contrary contained herein, SQUARE D COMPANY, ITS CONTRACTORS AND SUPPLIERS OF ANY TIER SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of the purchaser set forth herein are exclusive where so stated and the total cumulative liability of Square D, its contractors and suppliers of any tier, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such is based.

