

## LIMITED WARRANTY AND LIMITATION OF LIABILITY ON SOUTHWIRE TEMPORARY POWER

### **Limited Product Warranty**

SOUTHWIRE warrants that this product, when properly installed or connected according to SOUTHWIRE's installation procedures, shall be free of defects in materials and workmanship under normal use for a period of one year from date of purchase, not to exceed two years from date of manufacture. The warranty extends only to the original purchaser and is non-transferable. During the warranty period, SOUTHWIRE will, at no charge, repair or replace defective parts or, at the option of SOUTHWIRE, replace the X-TREME BOX product within a reasonable time after the unit is returned to us. This warranty does not extend to any SOUTHWIRE product that has been damaged or rendered defective (a) as a result of an accident, misuse, or abuse; (b) by the use of parts not manufactured or sold by SOUTHWIRE; or (c) by modification of product. Labor charges for removal or replacement of the X-TREME BOX product are the responsibility of the customer. This Limited Warranty covers only products purchased from an authorized dealer, retailer or seller and does not cover used, salvaged or refurbished products.

### **Execution of Product Warranty**

Any properly installed device that proves defective in normal use will be repaired or replaced at SOUTHWIRE's option provided the returned materials procedure is followed. Failure to follow this procedure may result in significant delays, higher repair costs, or void of warranty. In the event that warranty service is required, contact your local SOUTHWIRE distributor where you purchased this unit originally to arrange for and obtain a Return Materials Number. RMAs will typically be processed through and managed by the local distributor. In the event that the owner chooses to process the warranty service directly, the process can be started by contacting SOUTHWIRE TOOLS at 1-855-SWTOOLS (1-855-798-6657). The owner will be required to return the product at his/her own expense to SOUTHWIRE. Customer service representatives from SOUTHWIRE will provide further details of the return process. More details on the warranty for X-TREME BOX products can be found at www.southwiretools.com.

## **Nullification of Warranty**

The occurrence of any of the following nullifies and voids this warranty:

- 1. Any non-authorized modification, repair, or physical damage to the X-TREME BOX product, accidental or otherwise, not caused by a defect in material or workmanship.
- 2. If SOUTHWIRE determines that the X-TREME BOX has been improperly installed (see installation instructions) altered in any way or tampered with.

The Warranty does not protect against acts of God, such as direct lightning strikes, flood, earthquake and war. It also does not protect against vandalism, theft, normal use wear and tear, erosion, depletion, obsolescence, abuse, or damage due to low voltage disturbances for SOUTHWIRE products without under voltage protection (i.e. brownouts, sags, or power outages), non-authorized program or system equipment modification or alteration.

### **Sole Warranty**

This warranty contains the sole warranty of SOUTHWIRE, there are no other warranties, expressed or, except as required by law in the State of Florida, implied, including implied warranty or condition of quality, merchantability or fitness for a particular purpose, and such implied warranties, if any, are limited in duration to the term of this warranty. SOUTHWIRE expressly disclaims any liability under this warranty for any sums that exceed the retail value of the X-TREME BOX unit. Some states do not allow limitations on how long an implied warranty lasts.



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No agent or representative of SOUTHWIRE, retailer, distributor or dealer has any express or implied authority to make any representation, promise, guarantee or warranty not stated in the Limited Product Warranty.

In no event shall SOUTHWIRE be liable for direct, indirect, incidental, special, consequential or multiple damages arising out of the use of the product or damage to the connected equipment, regardless of the legal theory on which such claim is based; even if advised of the possibility of such damage. The excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of life, injury, loss of use of the product or the connected equipment or any associated equipment, loss of software, cost of capital, cost of any subsequent equipment, facilities or services, downtime, the claims of third parties, including customers, and damage to property. Some states do not allow exclusion or limitations of incidental or consequential damages. This warranty is valid in the U.S. and Canada only.

This warranty is in lieu of all other warranties, obligations, or liabilities expressed or implied by the company. Any questions regarding this warranty, please contact SOUTHWIRE by phone at 1-855-SWTOOLS (1-855-798-6657)