

NOTE:

Once your new meter base surge protector has been installed on your home, you are not responsible for conducting any form of maintenance on the device.

Your surge protector has two lights at the bottom of it. Occasionally you will need to go out and look at the device to make sure that both of these lights are on. If one or both of these lights are not working you need to contact FLEC immediately.

This indicates that something is wrong with the surge protector and FLEC will come out and remove it, if necessary. So please help us help you and your home receive the maximum protection the TESCO System can provide.

TESCO

Meter Base Surge Suppression Device Agreement

Contract

Terms and Conditions

This agreement is between Fort Loudoun Electric Cooperative (FLEC) and the member-signer of this document. The member acknowledges that he/she understands and agrees to abide by these terms and conditions.

1. Prior to installation of the Meter Base Surge Suppression Device (MB-SSD) the homeowner will inspect the home's external grounding system to verify that a proper safety ground exists at the service entrance. If a FLEC representative should determine that any of the home's electrical grounding system or wiring are inadequate for the proper installation of the MB-SSD, then FLEC reserves the right to refuse installation until such time as necessary corrections are made.
2. The MB-SSD can only be installed, serviced or removed by a FLEC designated representative.
3. The MB-SSD is an integral part of the sealed electric meter center and shall remain the property of the member-signer upon purchase. Still, only FLEC designated representatives are authorized to install, service or remove the device.
4. Payment for the device shall be considered due upon the ordering of the device. Payment must be received before this device is ordered or installed.
5. If you elect to remove the protection device, you must contact the FLEC customer service and request that the device be removed. Tampering with the metering of FLEC has a \$500 fine, should anyone other than a FLEC designated representative remove the meter and the device. Any tampering shall result in the member-signer being fined, unless it is proved to FLEC otherwise.
6. FLEC disclaims all liability related to the MB-SSD after the installation.
7. Any warranties provided are from the SSD manufacturer. The member shall hold FLEC harmless in connection with the operation, service, and installation of the SSD. In the event that the protective effectiveness of the SSD's should be interrupted or fail for any reason, FLEC shall not be obligated to repair or replace the SSD(s). Such interruption or failure shall not constitute a breach of this agreement, nor shall FLEC, its officers, directors or employees be liable to the consumer/member or to third parties for any damages which might result from such interruption or failure.

As the member purchasing these surge protection device, I agree to the terms and conditions of this agreement.

Members Name/Signature

Membership Number

FLEC Authorized Representative

Date

2017 TESCO LIMITED PRODUCT WARRANTY FOR POWER FILTER/SURGE PROTECTION CUSTOMERS

2051 N. Main Street, Suite 219
Coeur d'Alene, ID 83814

TESCO HEREIN PROVIDES A LIMITED PRODUCT WARRANTY ONLY. THIS IS NOT AN INSURANCE POLICY.

1. Limited Warranty and Warranty Period. TESCO warrants that each TESCO Surge Protector, when installed according to TESCO installation instructions/specifications and used for the purposes intended by TESCO, will be free from defect in its materials and workmanship. This Limited Warranty will be in effect for ten (10) years from the original factory ship date of the surge protector or the first date the surge protector is first installed for any residential customer within one year from original factory ship date and the customer is also the person responsible for payment of the service. The First Installation Date of each System should be documented, but if not available it will be determined by TESCO in its reasonable discretion.
2. Covered Warranty Claims. If a surge passes through a TESCO Surge Protector and fails (by failure indicator), TESCO will repair damage to or replace, in TESCO's sole and reasonable discretion, the following (except as stated in Paragraph 3 and 4 below):

- The Surge Protector,

Ten Year Product Replacement

TESCO will, at its option, repair or replace any Power Filter/Surge Protection Device that is damaged by an electrical surge (including those caused by lightning).

- Electronic office equipment and electro-mechanical appliances that are connected to the surge protector,

Ten Year Connected Equipment

- | | |
|--------------|--|
| 1. \$50,000: | TES 240MSA, TES 240R, TES 42SE, TES 46SE-1
(Up to \$5,000 per item, but not to exceed an aggregate \$50,000 per failure.) |
| 2. \$25,000: | TES 4PCT, TES 2PCT, TES 15NW, TES 20NW, TES 8CRJ45 |
| 3. \$10,000: | TES 8C/8P, TES 20C |
| 4. \$2,500: | TES 4PC, TES 4PT, TES 4P |
| 5. \$250: | TES 1PT, TES 1PC, TES 1P, TES 3P, TES 3C |

- Electronic office equipment such as computers, fax machines, modems, copiers, printers, scanners, etc., that are used in a home or office are covered under this warranty.

3. Warranty Claim Exclusions: TESCO is not responsible for any damage to the Surge Protector or any downline, in-home electronic equipment or mechanical appliances, if in TESCO's sole and reasonable discretion, the damage has been caused by any of the following:

- Power surges subverting the Protector and entering the building to which the Protector is affixed by other means of transmission; Installation of the Surge Protector contrary to TESCO installation instructions
- Misuse or abuse of the Protector; Alteration of the Protector or to the electrical, telephone, or cable system to which it is installed

- Sustained over-voltages passing through the Protector (a “sustained over voltage” is any transmission greater than nominal voltage, including but not limited to that occurring when a high-voltage line comes in contact with a low-voltage line or neutral, a telephone line, and CATV line).
 - Damage caused by a damaged or lost system “neutral”; downed power lines by any means.
 - Damage caused by direct or near hit lightning strikes to the protected property that bypass the surge protection device; brownouts, under-voltage, blinks, abnormal voltage regulation, power outage and “acts of God”/ natural disasters, i.e., earthquakes, tornados, straight-line winds (i.e.-Derechos), hurricanes, and tropical storms; except lightning in the limited circumstances described.
 - Any event for which a “state of emergency” is announced by any governmental authority concerning the Customer’s geographic region or jurisdiction.
4. Excluded Warranty Claim Items. This Limited Warranty does not cover any damage to or from any of the following:
- Real property and fixtures.
 - Equipment or appliances in or associated with detached buildings or garages, water or sewer systems, irrigation systems, swimming pool equipment and spas including hot tubs/Jacuzzi’s.
 - Personal property, which in TESCO’s reasonable discretion does not constitute ordinary in-home electronic equipment or mechanical appliances.
 - In-home electronic equipment or mechanical appliances which in TESCO’s reasonable discretion deems to be used primarily for commercial purposes or extraordinary home office/business purposes.
 - Medical, health-care, and life-support equipment.
 - Products, materials, data, or information used or stored on or in in-home electronic equipment or mechanical appliances.
 - Detached buildings, garages, rental property and/or vacation property
5. Remedy for Breach of Limited Warranty. Customer’s sole and exclusive remedy for this Limited Warranty will be to require TESCO to repair or replace the Protector, and if applicable to repair damage to downline, in-home electronic equipment and mechanical appliances, or replace with like kind, quality, and features. However, TESCO SHALL HAVE NO LIABILITY PURSUANT TO THIS LIMITED WARRANTY AND NO OBLIGATION TO REPAIR OR REPLACE ANY SYSTEM OR ANY EQUIPMENT OR APPLIANCE UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED:
- Upon installation of the System, Customer receives a complete copy of this warranty from the Utility.
 - Not more than fourteen (14) days after Customer’s discovery or suspicion of a failed/damaged surge protector Customer delivers to Utility or TESCO at the above address (by US mail, parcel service, phone call to the utility customer service or facsimile transmission) notice of such failure and any alleged damage covered by this Limited Warranty.
 - The Surge Protector was not altered and was at all times handled, installed, maintained, and used by Customer and/or Utility in accordance with this Limited Warranty, all written instructions, specifications, and warnings furnished by TESCO.
 - The customer may be required to deliver to Utility or TESCO a true, accurate, and reasonable written estimate by a qualified professional of the value and cost of repair (and description of the damage) for any downline, in-home electronic equipment or mechanical appliances allegedly damaged at the same time the TESCO surge protector failed. TESCO will determine in its reasonable discretion that there has been a failure of a TESCO Surge Protector resulting in a valid warranty claim. In the event that TESCO is liable for a warranty claim, the decision between whether to repair or to replace the Surge Protector and any covered downline, in-home electronic equipment and mechanical appliances shall be made by TESCO in its sole discretion.

6. **Fraudulent Warranty Claims and Waiver of Right to Future Warranty Claims.** CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER SUBMITS A FRAUDULENT WARRANTY CLAIM ON THIS LIMITED WARRANTY, CUSTOMER HEREBY WAIVES ITS RIGHT TO ALL FURTHER WARRANTY CLAIMS (FRAUDULENT AND NON-FRAUDULENT) OR REMEDIES FOR THE BREACH OF THIS LIMITED WARRANTY OR ANY OTHER IMPLIED WARRANTIES WHICH OTHERWISE MAY EXIST.

WARRANTY DISCLAIMERS

1. TESCO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED HERE.
2. NO AGENT OR REPRESENTATIVE OF TESCO, NOR OF ANY RETAILER, LESSOR, OR INSTALLER OF THE SYSTEM, HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY NOT STATED HERE.
3. THIS LIMITED WARRANTY SETS FORTH ALL OBLIGATIONS OF TESCO IN THE EVENT DEFECTS APPEAR IN THE SYSTEM AND A SURGE PASSES THROUGH A FAILED SURGE PROTECTOR OR SURGE ARRESTER. THE REMEDIES STATED HERE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGE, LOSS, OR WARRANTY CLAIM UNLESS A HOME OWNERS INSURANCE POLICY CLAIM IS FILED IN LIEU OF THE TESCO WARRANTY.
4. TESCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.
5. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.



2017 List of Covered Items

Anything **not** listed here is not covered under the warranty.

Appliances

Compactors

Compactors

Floor Care

Canister Vacuums
Hand-held Vacuums
Upright Vacuums

Microwaves

Built-in Microwaves
Countertop Microwaves
Micro-Hood Combinations

Cooking

Cooktops
Drop-in Ranges
Freestanding Ranges
Range Hoods
Slide-in Ranges
Wall Ovens

Freezers

Chest Freezers
Upright Freezers

Refrigeration

Bottom Freezer Refrigerators
Compact Refrigerators
Freezerless Refrigerators
Ice Makers
Side-by-Side Refrigerators
Top Freezer Refrigerators

Heaters

Outdoor Heaters
Portable Electric Heaters

Dishwashers

Built-in Dishwashers
Portable Dishwashers

Dehumidifiers

Console Humidifiers
Table Top Humidifiers

Room Air Conditioners

Room Air Conditioners

Fans

Floor Fans
Stand Fans
Table Fans
Window Fans

Laundry Care

Conventional Dryers
Conventional Washers
Energy Efficient Washers

Water Heaters

Electric Water Heaters
LP Gas Water Heaters
Natural Gas Water Heaters
**WARRANTY DOES NOT COVER
TANKLESS/ON DEMAND
WATER HEATERS**

Electronics

Cameras & Camcorders

Camcorders
Digital Cameras
Point & Shoot Cameras
SLR Cameras
Security Cameras

Home Audio

CD Players
CD Recorders
Radios

Portable Electronics

Boom Boxes
Handheld Organizers – PDA's
MP3 Players
Personal CD Players
Personal MiniDisc Players
Personal Radios & Cassettes

WARRANTY DOES NOT COVER HOME THEATER SYSTEMS

**WARRANTY DOES NOT COVER ELECTRIC VEHICLES, ELECTRIC VEHICLE
CHARGERS, or ELECTRIC VEHICLE CHARGING STATIONS**

WARRANTY DOES NOT COVER ELECTRIC DRONES OR ELECTRIC DRONE CHARGERS

WARRANTY DOES NOT COVER SOLAR PANELS OR SOLAR PANEL INVERTERS

Anything **not** listed here is not covered under the warranty

Electronics (continued)

DVD, VCR & Other Video

Combination TV/VCR/DVD
DVD Players
Digital Video Recorders
Dual Deck VCR-DVD
Satellite Systems

Office & Communication

Answering Machines
Corded Phones
Cordless Phones
Two Way Radios

TV's

Combination TV/VCR/DVD
Plasma & LCD TV's
Regular TV's

Game Consoles

X-Box, PlayStation, Wii

Housewares

Cutlery

Knife Sharpeners

Grills

Countertop
Indoor
Rotisserie

Ironing Products

Irons

Personal Appliances

Beauty & Grooming
Fountains
Heating Pads
Massagers
Paraffin Spa

Small Kitchen Appliances

Blenders & Food Processors
Breadmakers
Can Openers
Coffee, Espresso & Tea Makers
Food Slicers
Juicers

Computers & Office

Accessories

Chargers
Drives & Storage Devices
Handheld – PDA
Headphones
Microphones

Computers

Computer Books
Desktop Computers
Digital Cameras
Digital Printers
Drives

Office & Communication

Answering Machines
Corded Phones
Cordless Phones
Handheld Organizers

Tools

Bench Power Tools

Band Saws
Bench Grinders
Miter, Radial Arm Saws
Blowers
Dadoes

Electrical Shop

Battery Chargers
Battery Boosters
Electric Tools & Accessories
Electric Lanterns
Flashlights

Portable Power Tools

Angle Grinders
Buffers & Polishers
Circular Saws, Corded
Circular Saws, Cordless
Cordless Combo Kits
Drills, Corded

Compressors & Air Tools

Carpentry Air Tools
Carpentry Compressors
Compact Compressors
Compact Inflators

Power Tool Accessories

Cordless Charges
Cordless Flashlights
Cordless Tools

Wet-Dry Vacs

Hand Held Vacuums
Wet-Dry Vacuums

Garage Door Openers

Garage Door Openers

2017 Residential TESCO Limited Warranty Response Form

DATE: ___ / ___ / ___

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE THE SYSTEM WAS INSTALLED: ___ / ___ / ___

PLEASE NOTE: TESCO IS NOT RESPONSIBLE FOR ANY REPAIR OR EQUIPMENT REPLACEMENT MADE PRIOR TO TESCO'S DETERMINATION OF A VALID WARRANTY FILING ACCORDING TO THE TERMS OF THE LIMITED PRODUCT WARRANTY.

Please have the electronics repair shop fill out the following information.

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

CONTACT NAME: _____

TAX ID. NO. (required) _____ Years in Business: _____

MODEL NO. OF EQUIPMENT: _____

AGE OF THE DEVICE: _____

DESCRIBE POSSIBLE CAUSE (S) OF FAILURE: _____

**2016 Residential
TESCO Limited Warranty Response Form (con't)**

Describe proposed fix:

List part(s) cost if any that will need to be replaced:

Please state the approximate fair market value of the appliance (working) proposed to be repaired.

I _____ hereby certify that the information provided is true and accurate and in accordance with applicable governing laws.

2017 Residential Tesco Warranty Submittal Process

Contact Utility immediately for replacement of a “damaged” Tesco surge arrester. One or more of the failure status light indicators will be “out”. Please read and understand the Tesco Residential Limited Product Warranty. This is not an insurance policy.

Any Tesco device damaged by surge under the terms of the Residential Limited Warranty will be considered valid (in limited circumstances a damaged surge protector does not constitute a valid claim, read and understand the Tesco Limited Product Warranty). The device will be replaced free of charge and damage to connected equipment per the terms of the limited product warranty will be paid at Tesco’s discretion.

It is always in the customer’s best interest to have any necessary residential operating equipment repaired as quickly as possible so that the home is livable i.e. heat, water and electricity. Tesco will reimburse for necessary repair costs validated under the terms of the residential limited product warranty, Tesco is not responsible for necessary residential operating equipment repaired where damage is not due to a Tesco product failure per the terms of the Tesco Limited Product Warranty. Tesco will reimburse for repairs and repair estimates when it is determined at Tesco’s discretion there is a valid warranty submittal meeting all requirements of the Tesco Residential Limited Product Warranty.

Per the Tesco Limited Product Warranty the customer notifies Tesco *and* the utility within 14 days of an apparent failure.

After Tesco or the utility has been notified of an apparent failure the damaged Tesco surge arrester shall be sent to Tesco fastest possible route (within 7 days of removal of the failed Tesco surge arrester). If there is no damage to the Tesco surge arrester do not have it removed.

All necessary warranty submittal forms shall be submitted promptly and completely (within 7 days of removal of the failed Tesco surge arrester).

All valid warranty submittals will be paid according to the limited residential warranty and Tesco having received all necessary documentation, the surge arrester, warranty submittal forms, repair estimates and repair invoices.

THE PROCESS:

- 1). MEMBER/CUSTOMER NOTIFIES THE UTILITY OF AN APPARENT SURGE PRODUCT FAILURE.
- 2). UTILITY RESPONDS AND DETERMINES IF THE SURGE PRODUCT HAS FAILED. IF IT HAS FAILED, THE UTILITY REMOVES THE DEVICE AND LEAVES MEMBER/CUSTOMER THE DEVICE, MEMBER/CUSTOMER FILLS OUT THE TESCO RESPONSE FORM AND MAILES THE DAMAGED DEVICE TO TESCO.

WARRANTY SUBMITTAL PROCESS

- 3). MEMBER/CUSTOMER SENDS TESCO THE DAMAGED SURGE PRODUCT (DEVICE) AND THE RESPONSE FORM FOR VARIFICATION TO TESCO.
- 4). MEMBER/CUSTOMER FILLS OUT WARRANTY RESPONSE FORMS AND SUBMITS THEM TO TESCO ALL TOGETHER WITH THE REPAIR ESTIMATES.
- 5). TESCO REIMBURSES MEMBER/CUSTOMER ACCORDING TO THE LIMITED PRODUCT WARRANTY FOR THE COST OF REPAIR AND OR REPLACEMENT.

PLEASE NOTE: MEMBER/CUSTOMER HAS 7 DAYS TO GET ESTIMATES, TESCO REPLIES WITHIN ANOTHER 7 DAYS WITH REIMBURSEMENT. TOTAL PROCESS TIME PURPOSELY DESIGNED NOT TO EXCEED 14 DAYS. 14 DAYS INSURES QUICK RESPONSE FOR MAXIMUM CUSTOMER SATISFACTION. RESPONSE TIME DOES NOT TAKE INTO CONSIDERATION THE TIME IT TAKES FOR THE UTILITY TO RESPOND TO CUSTOMER, IT IS RECOMMENDED IT NOT TAKE MORE THAN 3 DAYS. TOTAL TIME INCLUDING UTILITY RESPONSE TIME IS 17 DAYS MAXIMUM.