

Surge Guard Warranty and Terms and Conditions

Residential Whole House Surge Guard Protection BASIC AND EXTENDED PRODUCT WARRANTY

Basic Warranty:

Omaha Public Power District (OPPD) warrants customer's electromechanical and electronic equipment, as determined by OPPD in its sole and reasonable discretion, (the "Electromechanical and Electronic Equipment), in the primary residence, down line from OPPD's Residential Whole House Surge Guard Protection System, against damage from lightning and power surges that come through the electrical, telephone or cable systems into the house, passing through a failed OPPD surge arrester, as determined by OPPD in its sole discretion. One of the surge arresters is expected to be damaged, thus performing its duty. This basic warranty covers customer's Electromechanical (i.e. washers, dryers, refrigerators and other appliances motor driven or mechanical in nature) and Electronic Equipment (i.e. computers, televisions, stereos, microwaves) in the home. OPPD will replace or repair Electromechanical or Electronic Equipment damaged as a result of lightning or a power surge passing through a failed OPPD surge arrester, up to a maximum actual and reasonable cost of \$50,000 per event.

Extended Warranty:

For those customers who have purchased an extended warranty, OPPD warrants customer's Electromechanical and Electronic Equipment, in the primary residence, down line from OPPD's Residential Whole House Surge Guard Protection System against damage caused directly from surges that come through the electrical, telephone or cable systems into the house that do not pass through an OPPD surge arrester (e.g. due to a direct lightning strike). OPPD will compensate customer for its Electromechanical or Electronic Equipment damaged as a direct result of a surge that does not pass through an OPPD surge arrester, up to a maximum of \$500 per occurrence. The customer must provide proof of surge damage in writing from their insurance carrier or from an electronics repair company designated by OPPD Please follow the claims procedure printed on the other side of this warranty card.

Failure to comply with the claims procedures as specifically outlined in this warranty, will negate any responsibility or obligation on the part of OPPD to pay any amount to the customer under the Basic or Extended warranties.

The OPPD surge arrester device is warranted against damage or failure due to lightning, power surges and defects in parts and workmanship and in case of failure will be replaced with a new one.

This Residential Whole House Surge Guard Protection System warranty covers customer's Electronic and Electromechanical Equipment against the effects of power surges caused by electric company switching actions and lightning. This same system reduces the effects of sustained over-voltages on connected equipment caused by transmission and distribution lines coming in contact with low voltage utilization lines but does not warrant against sustained over-voltages. **This warranty does not cover damage or failure caused by misuse, abuse or alteration to the product or the customer's electrical system. This warranty does not cover medical/life support equipment, pool pumps, well pumps, sprinkler systems, electrical fences, detached buildings, and other items not protected by the Residential Whole House Surge Guard Protection System. This warranty does not cover**

alterations to the cable/satellite, telephone, internet lines which result in an unprotected system in whole or in partiality.

Operation, installation and use of the OPPD product shall be in accordance with OPPD product specifications, national, state and local electrical codes and NFPA grounding practices.

This warranty is in lieu of any other warranty, whether express or implied by law, and OPPD disclaims all other warranties.

Power Surge (Basic Warranty) Claim Instructions

- Notify OPPD within 10 days of an occurrence by calling 536-4131.
- Please provide your name, address and phone number.
- Please provide full description of damaged items, which information will be subject to verification by OPPD.
- Information will be forwarded to the OPPD Surge Claims Department
- A legitimate claim will be **indicated by a surge arrester failure.**
- Damaged equipment must remain available for inspection until the claim is finalized.
- OPPD must be notified and approve of any repair facility before any equipment is serviced. Any repair or modification of the equipment or surge arresters by a facility or entity not authorized by OPPD voids this warranty.
- For larger items (washer, dryer, big screen television, etc.) OPPD will dispatch a repairman to your home.
- Items damaged by a surge passing through a failed arrester will then be repaired or replaced.

Extended Warranty Claim Instructions

- Notify OPPD within 10 days of an occurrence by calling 536-4131.
- Please provide your name, address and phone number.
- Please provide full description of damaged items, which information will be subject to verification by OPPD.
- This Information will be forwarded to the OPPD Surge Claims Department.
- If the damage to electronic/electrical equipment is more than \$500 then the customer will have to file a claim with their insurance company.
- Request written confirmation from your insurance carrier that the damage to your Electromechanical and Electronic Equipment was a direct result of a surge and send that documentation into OPPD for verification and payment
- If the damage is less than \$500 your equipment can be taken to an OPPD designated electronics repair company that will do a diagnostic check of the equipment and determine if the damage is surge related. If it is determined to be surge related then OPPD will pay for the repair or replacement of the equipment up to \$500.

TERMS AND CONDITIONS

By ordering and receiving installation of the Residential Whole House Surge Guard Protection, as defined herein, Customer ("You" or "Your") agrees with the Omaha Public Power District ("OPPD", "We", "Our", or "Us"), to the following terms:

- 1) We or Our contractors will install (a) either one (1) Surge Guard meter-mount surge arrester or one (1) panel-mount surge arrester at the electrical entrance to your premises and (b) one (1) surge

arrester for the telephone line and one (1) surge arrester for the cable/satellite TV line. (Hereinafter, "Residential Whole House Surge Guard Protection"). The protection devices remain our property and are rented to You.

For the initial twelve (12) month period You will be billed as follows: You will pay for Residential Whole House Surge Guard Protection with a monthly fee of Six and 99/100 Dollars (\$6.99), and a \$20 standard installation fee (or \$125 per panel fee for hardwire installations) plus applicable sales or use tax, due according to the terms on your monthly utility bill. Surge protection for additional phone, cable/satellite, or internet lines will be billed at a monthly fee of one and 50/100 Dollars (\$1.50) per line.

2) The Agreement will go into effect on the date of installation of the Residential Whole House Surge Guard Protection System and will continue for a minimum term of twelve (12) months from the date of installation. If You cancel this Agreement within the initial twelve (12) month period, You agree to pay the remainder of Your contract to OPPD. If you move to different premises, You agree to pay a twenty and 00/100 dollar (\$20.00) installation fee to continue service. (If monthly payments are missed or late, We may demand immediate payment of the entire amount You owe under the Agreement.)

3) After the initial twelve (12) month period, the Agreement shall continue from year to year until either You or We cancel the Agreement by written notice. You will be billed in accordance with OPPD's then current Rate Schedule No. 480 - Residential Whole House Surge Guard Protection. There will be no removal charge if the Agreement is cancelled after the initial twelve (12) month period.

4) Cancellation of the Agreement by either You or Us shall be without prejudice to the rights or remedies of either party under the Agreement. If the Residential Whole House Surge Guard Protection remains in place during any portion of a period for which a monthly fee is due, You shall pay the entire monthly fee for that month. Upon cancellation, We will remove the Residential Whole House Surge Guard Protection from your residence. Your notice of cancellation must be sent to Residential Whole House Surge Guard Protection, Omaha Public Power District, 444 S.16th Street Mall, Customer Care (E/AR/EP ACC), Omaha, NE 68102.

5) All warranties provided by the manufacturer of the Surge Protection Equipment will be passed on to you to the extent we can do so. We will not be responsible for damage to or from:

1. Medical and life support equipment;
2. Portable devices that are considered, in our sole discretion, to be transportable and/or mobile devices such as laptops and gaming systems.
3. Appliances or home or office electronics equipment not owned by You;
4. Your property that, in Our sole and reasonable discretion, does not constitute an appliance or home or office electronics equipment;
5. Your premises;
6. Products, materials, data or information used or stored in an appliance or home or office electronics equipment;
7. Alteration to the installation of the Surge Protection devices;
8. Alterations to the cable, telephone, satellite, internet, lines which result in an unprotected system in whole or in partiality.
9. Well pumps, pool pumps, detached buildings, sprinkler systems, electrical fences and other items not protected by the Residential Whole House Surge Guard Protection System;

10. A surge which has not passed through the Residential Whole House Surge Guard Protection; except as noted in item 6.
11. Direct lightning strike to Your premises;

OUR LIABILITY WILL BE LIMITED TO REPAIR OR REPLACEMENT, AT OUR SOLE DISCRETION, OF THE DAMAGED APPLIANCES OR HOME OR OFFICE ELECTRONICS EQUIPMENT, AND WE WILL NOT BE RESPONSIBLE FOR PERSONAL INJURY, FOR OTHER PROPERTY DAMAGE OR FOR YOUR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (DIRECT OR INDIRECT.) YOU INDIVIDUALLY AND ON BEHALF OF YOUR INSURERS WAIVE ALL RIGHTS OF SUBROGATION AGAINST US. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR USE.

6) Under the extended warranty, OPPD shall compensate you for damages to your electromechanical and electronic equipment, as determined by OPPD in its sole and reasonable discretion, caused as a direct result of a surge that does not pass through OPPD's Residential Whole House Surge Guard Protection, up to a maximum of \$500 per event, provided that you submit a damage claim to your insurance carrier and the insurance carrier pays such claim and makes a written determination that the damage to your electromechanical and electronic equipment is a direct result of a surge. Absent such written determination by your insurance carrier, OPPD shall not be obligated to pay any amount to you for damages to electromechanical or electronic equipment caused by a surge that did not pass through OPPD's Residential Whole House Surge Guard Protection. When the damage is less than \$500 the customer will take the damaged equipment to an OPPD approved repair facility for a diagnostic check to determine if the damage is surge related. If the diagnostics determines the damage to be surge related OPPD will pay for repair or replacement of the equipment up to \$500.

7) We will have an immediate right to inspect the Residential Whole House Surge Guard Protection System and Your appliances or home or office electronics equipment should You notify Us that a power surge has passed through the Residential Whole-House Surge Guard Protection, and You shall make Your premises available to Us or Our contractors for such inspection.

8) We shall have continuous access to the Residential Whole House Surge Guard Protection, which We own and have installed at your residence. Although We have general responsibility for maintaining and servicing the Residential Whole House Surge Guard Protection, You will be liable to Us for any damage to the Residential Whole House Surge Guard Protection Equipment including without limitation damage caused by Your misuse or abuse of the Residential Whole House Surge Guard Protection Equipment, or caused by removal, transfer, or tampering with it, or caused by vandalism or an Act of God, except that You will not be liable for damage to the Entrance Surge Guard Protection Equipment from a power surge passing through it. You will maintain information about the make, model, age and cost of Your appliances or home or office electronics equipment and shall provide that information to Us upon Our request for it. You shall cooperate with Us and provide Us with all information We request of You for investigation of any claim.

9) If You violate any provision of the Agreement including the failure to make monthly payments, We may cancel the Agreement immediately, and You will be liable to Us for all expenses associated in enforcing the Agreement or in gaining access to the Residential Whole House Surge Guard Protection.

10) The Agreement shall be governed by the laws of the State of Nebraska. The Agreement may be modified only upon written notice.