

## **Connected Equipment Guarantee**

Rocketfish provides the Initial Customer with limited additional protection in the event that the Surge Suppressor is defective in materials or workmanship and certain equipment plugged into the Surge Suppressor is damaged. This Limited Warranty and Connected Equipment Guarantee gives you specific rights, and you may have other rights, which vary from State to State or Province to Province. To be covered under the Connected Equipment Guarantee: (a) you must notify Rocketfish within fifteen (15) days of the event for which you intend to make the Connected Equipment claim; (b) the Surge Suppressor must have been defective in material or workmanship and such defect must have directly and proximately caused the damage; (c) the Connected Equipment must have been damaged by a transient, spike, or surge (a "Power Disturbance") on an AC Power Line on properly installed, grounded, and code compliant 120 volt power lines in the United States and Canada, or by a Power Disturbance on standard telephone land lines, PBX telephone equipment lines, ethernet lines, or coaxial cables that are properly installed and connected; and (d) is directly plugged into and properly connected to the Surge Suppressor in its original condition which is properly operated when a Power Disturbance passes through the Surge Suppressor and (i) exhausts the protection capacity of the Surge Suppressor or (ii) damages the Surge Suppressor. Further, the Connected Equipment Guarantee does not apply if the Surge Suppressor has been operated in a failure mode or not in compliance with Rocketfish operating instructions and manuals, or if the Connected Equipment has not been operated in compliance with the instructions and manuals of its manufacturer/vendor.

# CONDITIONS COMMON TO THE LIMITED WARRANTY AND THE CONNECTED EQUIPMENT GUARANTEE

# While the Limited Warranty and the Connected Equipment Guarantee are separate, they do share the following terms.

The Limited Warranty and the Connected Equipment Guarantee Do Not Apply Unless The Initial Customer:

1. Has properly connected the Surge Suppressor and the Connected Equipment to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code (ANS/NFPA 70), without the use of any adapters, extension cords or other connectors.

2. Has plugged the Surge Suppressor directly into the power source and must not have "daisy-chained" the Surge Suppressor together in serial fashion with another Surge Suppressor, grounding adapter, extension cord, or other surge product. Any such installation voids the Limited Warranty and Connected Equipment Guarantee.

3. Has provided a suitable and proper environment for use and installation of the Surge Suppressor and Connected Equipment.

4. Has properly installed and operated the Surge Suppressor and Connected Equipment.

5. Has operated the Surge Suppressor at all times within the limitations on the Surge Suppressor's VA specifications as stated in the *Quick Setup Guide*.

## Rocketfish Does Not Cover or Undertake Any Liability in Any Event for Any of the Following:

1. Loss of or damage to data, records, or software, the restoration of data or records, or the reinstallation of software.

2. Damage from causes other than Power Disturbances (as defined above) on an AC Power Line on properly installed, grounded and code-compliant 120 volt power lines in the United States and Canada; or a Power Disturbance on standard telephone land lines, PBX telephone equipment lines, ethernet lines, or coaxial cables when properly installed and connected.

3. Damage from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, or abuse, misuse, or alteration of either the Surge Suppressor or the Connected Equipment.

## **Rated Capabilities Limitation**

Surge Suppressor's are designed to eliminate disrupting and damaging effects of momentary (less than 1ms) voltage spikes or impulses from lightning or other power transients. If it can be shown that a voltage spike lasting longer than 1ms has occurred, the occurrence will be deemed outside the rated capabilities of the Surge Suppressor and the Limited Warranty and Connected Equipment Guarantee are void.

## **Exclusion of Consequential and Other Damages.**

The sole and exclusive remedies of the Initial Customer are those provided by the Limited Warranty and Connected Equipment Guarantee. This exclusion of other express warranties applies to written and oral express warranties. Rocketfish excludes any liability for personal injury under the Limited Warranty and Connected Equipment Guarantee. Rocketfish excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property (EXCEPT FOR AND ONLY FOR) the specific limited agreement of Rocketfish to provide certain warranty benefits regarding Connected Equipment under the Rocketfish Connected Equipment Guarantee), loss of profits, business interruption, loss of information or data. This exclusion applies even though damage or loss is caused by negligence or other fault.

**NOTE**: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## DO NOT USE FOR MEDICAL OR LIFE SUPPORT EQUIPMENT OR OTHER HIGH RISK ACTIVITIES OR WITH AQUARIUMS

Rocketfish does not sell the Surge Suppressor for use in high-risk activities or with aquariums.

The Surge Suppressor is not designed or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications, or for use in any circumstance in which the failure of the Surge Suppressor could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). Rocketfish expressly disclaims any express or implied warranty of fitness for High Risk Activities or with aquariums. Rocketfish does not authorize use of any Surge Suppressor in any High Risk Activities or with Aquariums. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF A ROCKETFISH SURGE SUPPRESSOR.

The Limited Warranty and the Connected Equipment Guarantee are governed by the laws of the United States and the State of Minnesota, without reference to conflict of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

#### **Making a Connected Equipment Guarantee Claim**

To make a claim for damage to Connected Equipment under the Connected Equipment Guarantee, you must do the following: 1. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer of the Surge Suppressor. 2. Call Rocketfish at (800) 620-2790 (toll free) within fifteen (15) days of the date of the event for which you wish to make a Connected Equipment claim.

3. When you contact Rocketfish, identify the Surge Suppressor (by model number) and the item(s) of Connected Equipment (by manufacturer and model). Have information on all applicable insurance or other resources of recovery/payment that are available to the Initial Customer and the name of the power utility supplier for the location of the Connected Equipment. Rocketfish will then send you additional instructions and the appropriate claim forms.

## **Rocketfish's Duties**

Rocketfish will inspect and examine the Surge Suppressor and the item(s) of Connected Equipment (or at Rocketfish's election, your written statement and repair cost estimate for those item(s)). You must return the Surge Suppressor for inspection.

If the damage to Connected Equipment is covered by the Connected Equipment Guarantee, Rocketfish's sole obligation and the Initial Customer's exclusive remedy is: repair (or pay the cost of repair) or replacement of the Connected Equipment by Rocketfish; or at the option of Rocketfish, as permitted by law, payment by Rocketfish to the Initial Customer the Agreed Damage Amount for the Connected Equipment. The "Agreed Damage Amount" for all items of the Initial Customer's Connected Equipment shall be the lesser of the amount determined under Clause (1) or (2) below, reduced by any amounts described in Clause (3) below: 1. The fair market value of the Connected Equipment as established by the lower of (a) the average price the same or similar items are being sold for on eBay, (b) the price list of Orion Blue Book (or if such price list is no longer published, a published or announced price list reasonably selected by Rocketfish), or (c) the lowest price the same or similar items can be purchased for in the United States; or

2. The Aggregate Limit for all Connected Equipment as set forth below, minus:

3. The amount(s) of all payment you have or are entitled to receive from insurance, other warranties, extended warranties, or from other sources or persons for the Connected Equipment or damage to such equipment so that Rocketfish's maximum liability shall be reduced to reflect all such other payments or sources of recovery.

If Rocketfish replaces the connected equipment or pays the Agreed Damage Amount to the Initial Customer, the Initial Customer shall transfer all item(s) to Rocketfish without warranty by the Initial Customer, but free of lien or other interest.

Rocketfish reserves the right to inspect the Surge Suppressor, the Connected Equipment, and the site where the event occurred. All costs of shipping the Surge Suppressor and the Connected Equipment to and from Rocketfish for inspection shall be borne solely by the Initial Customer. Rocketfish reserves the right to negotiate the cost and choose the facility at which any repairs will take place, and Rocketfish must be notified and approve any repair facility before any Connected Equipment is serviced. Any repair or modification of the Connected Equipment or Surge Suppressor by a facility or entity not approved by Rocketfish voids this Connected Equipment Guarantee. If Rocketfish determines, in its sole discretion, that it is impractical to ship the damaged equipment to Rocketfish, Rocketfish may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the Initial Customer. Damaged equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, Rocketfish reserves the right to be subrogated under any existing insurance policies the claimant may have Province.

If you are the Initial Customer, you are asked to read the following terms and conditions carefully before using the Surge Suppressor. By using the Surge Suppressor you consent to be bound by and become a party to the terms and conditions of the Limited Warranty and Connected Equipment Guarantee provided in this document. If you do not agree to the terms and conditions of the Limited Warranty and Connected Equipment Guarantee, you should return the Surge Suppressor for a full refund prior to using it.

# **CONNECTED EQUIPMENT AGREEMENT**

The Initial Customer is protected for the lifetime of the Surge Suppressor against certain losses due to the Surge Suppressor's defective material or workmanship that is directly and properly connected to electronic equipment (referred to as the "Connected Equipment"), subject to certain terms and conditions provided here. The Connected Equipment Guarantee is not "first dollar" coverage. Rocketfish's obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources regarding the Connected Equipment, including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery, including but not limited to a claim under any applicable insurance, other warranty, or extended warranty.

### Aggregate Limit for Connected Equipment

RF-HTS100: Up to a maximum of \$50,000.00 RF-HTS105: Up to a maximum of \$200,000.00 RF-HTS110: Up to a maximum of \$250,000.00 RF-HTS120: Up to a maximum of \$300,000.00 RF-HTS125: Up to a maximum of \$100,000.00 RF-HTS130: Up to a maximum of \$150,000.00 RF-HTS205: Up to a maximum of \$200,000.00 RF-HTS1210: Up to a maximum of \$250,000.00 RF-HTS1215: Up to a maximum of \$250,000.00 RF-HTS1415: Up to a maximum of \$100,000.00 RF-HTS1615: Up to a maximum of \$150,000.00 RF-HTS1615: Up to a maximum of \$150,000.00 RF-HTS1615: Up to a maximum of \$150,000.00 RF-HTS2715: Up to a maximum of \$250,000.00 RF-HTS2815: Up to a maximum of \$250,000.00

## **One-year limited warranty**

See second page of this document, or visit <u>www.rocketfishproducts.com</u> for details.

## **Contact Rocketfish:**

For customer service, please call 1-800-620-2790. www.rocketfishproducts.com

## **Contact Information:**

Rocketfish, 7601 Penn Avenue South, Richfield, MN 55423-3645, (800) 620-2790 (toll free). Rocketfish is the warrantor under this Limited Warranty and Connected Equipment Guarantee. You may also visit Rocketfish on the Internet at <u>www.rocketfishproducts.com</u>. Rocketfish's total liability under this Connected Equipment Guarantee is limited to the Aggregate Limit for Connected Equipment (by model number as listed above).

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## One-year product warranty

Rocketfish Products ("Rocketfish") warrants to you, the original purchaser of this new RF-HTS100, RF-HTS105, RF-HTS110, RF-HTS115, RF-HTS120, RF-HTS125, RF-HTS130, RF-HTS205, RF-HTS210, RF-HTS1215, RF-HTS1415, RF-HTS1615, RF-HTS2715, or RF-HTS2815 ("Product"), that the Product shall be free of defects in the original manufacture of the material or workmanship for one (1) year from the purchase of the Product ("Warranty Period"). This Product must be purchased from an authorized dealer of Rocketfish brand products and packaged with this warranty statement. This warranty does not cover refurbished Product. If you notify Rocketfish during the Warranty Period of a defect covered by this warranty that requires service, terms of this warranty apply.

#### How long does the coverage last?

The Warranty Period lasts for one year (365 days), beginning on the date you purchased the Product. The purchase date is printed on the receipt you received with the product.

## What does this warranty cover?

During the Warranty Period, if the original manufacture of the material or workmanship of the Product is determined to be defective by an authorized Rocketfish repair center or store personnel, Rocketfish will (at its sole option): (1) repair the Product with new or rebuilt parts; or (2) replace the Product at no charge with new or rebuilt comparable products or parts. Products and parts replaced under this warranty become the property of Rocketfish and are not returned to you. If service of Products and parts are required after the Warranty Period expires, you must pay all labor and parts charges. This warranty lasts as long as you own your Rocketfish Product during the Warranty Period. Warranty coverage terminates if you sell or otherwise transfer the Product.

#### How to obtain warranty service?

If you purchased the Product at a retail store location, take your original receipt and the Product to the store you purchased it from. Make sure that you place the Product in its original packaging or packaging that provides the same amount of protection as the original packaging. If you purchased the Product from an online web site, mail your original receipt and the Product to the address listed on the web site. Make sure that you put the Product in its original packaging or packaging that provides the same amount of protection as the original packaging.

## Where is the warranty valid?

This warranty is valid only to the original purchaser of the Product in the United States, Canada, and Mexico.

## What does the warranty not cover?

- This warranty does not cover:
- Customer instruction
- Installation
- Set up adjustments
- Cosmetic damage
- Damage due to acts of God, such as lightning strikes
- Accident
- Misuse
- Abuse
- Negligence
- Commercial use
- Modification of any part of the Product, including the antenna

This warranty also does not cover:

- Damage due to incorrect operation or maintenance
- Connection to an incorrect voltage supply
- Attempted repair by anyone other than a facility authorized by Rocketfish to service the Product
- Products sold as is or with all faults
- Consumables, such as fuses or batteries
- Products where the factory applied serial number has been altered or removed

REPAIR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS YOUR EXCLUSIVE REMEDY. ROCKETFISH SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT, INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOSS OF USE OF YOUR PRODUCT, LOST BUSINESS OR LOST PROFITS. ROCKETFISH PRODUCTS MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE WARRANTY PERIOD. SOME STATES, PROVINCES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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 OR PROVINCE TO PROVINCE.