

Commercial Surge Guard Warranty and Terms and Conditions

Commercial Whole Facility Surge Guard Protection 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 facility, down line from OPPD's Commercial Whole Facility Surge Guard Protection System, against damage from lightning and power surges that come **through** the electrical system into the facility, passing through a failed OPPD surge arrester, as determined by OPPD in its sole discretion. This basic warranty only covers customer's Electromechanical and Electronic equipment. 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 \$1,500 per event.

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 Commercial Whole Facility 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 that enters the facility by way of the electric utility equipment. 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, well pumps, and detached buildings.

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 Claim Instruction

If you have a claim, please call 536-4131.

- Please provide your name, address and phone number.
- Give a full description of damaged items.
- Information will be forwarded to the OPPD Surge Claims Department.
- A legitimate claim will be indicated by a surge arrester failure.
- Items have to be inspected for surge damage before a claim is paid.
- An OPPD representative will inspect the damaged equipment at the location of where the damage occurred.
- Items damaged by a surge will then be repaired or replaced at the sole discretion of the Omaha Public Power District.

Terms and Conditions

By ordering and receiving installation of the Commercial Whole Facility 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 arrestor or one (1) panel-mount surge arrestor at the electrical entrance to your premises. The protection devices remain our property and are leased to You.

For the initial twenty-four (24) month period You will be billed as follows: You will pay for Commercial Whole Facility Surge Guard Protection with a monthly fee of Nine and 95/100 Dollars (\$9.95), and a \$125 installation fee, **Single Phase** or Twelve and 95/100 Dollars (\$12.95), and a \$275.00 installation fee, **Three Phase**, plus applicable sales or use tax, due according to the terms on your monthly utility bill.

2) The Agreement will go into effect on the date of installation of the Commercial Whole Facility Surge Guard Protection System and will continue for a minimum term of twenty-four (24) months from the date of installation. If You cancel this Agreement within the initial twenty-four (24) month period, You agree to pay the remainder of Your contract to OPPD. If you move to different premises, You agree to pay the appropriate installation fee to continue this 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 twenty-four (24) 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 CSUR - Commercial Whole Facility Surge Guard Protection. There will be no removal charge if the Agreement is cancelled after the initial twenty-four (24) 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 Commercial Whole Facility 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 Commercial Whole Facility Surge Guard Protection from your facility. Your notice of cancellation must be sent to Commercial Whole Facility 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:**

- Medical and life support equipment;
- Facility electronics and electromechanical equipment not owned directly by the customer;
- Your property that, in our sole and reasonable discretion, does not constitute as electronics and electromechanical equipment;
- Your premises;
- Products, materials, data or information used or stored in facility electronics and electromechanical equipment;
- Well pumps and detached buildings not protected by the Commercial Surge Guard Protection System;
- A surge which has **not** passed through the Commercial Surge Guard Protection;
- Direct lightning strike to Your premises;

OUR LIABILITY WILL BE LIMITED TO REPAIR OR REPLACEMENT, AT OUR SOLE DISCRETION, OF THE DAMAGED EQUIPMENT OF YOUR FACILITY'S ELECTRONICS EQUIPMENT TO A MAXIMUM AMOUNT OF \$1,500.00 PER OCCURRENCE, 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.

- OPPD will have an immediate right to inspect the Commercial Whole Facility Surge Guard Protection System and your facility electronics and electromechanical equipment should You notify us that a power surge has passed through the Commercial Whole-Facility Surge Guard Protection, and You shall make Your premises available to Us or Our contractors for such inspection.
- We shall have continuous access to the Commercial Whole Facility Surge Guard Protection, which We own and have installed at your facility. Although We have general responsibility for maintaining and servicing the Commercial Whole Facility Surge Guard Protection, You will be liable to us for any damage to the Commercial Whole Facility Surge Guard Protection Equipment including without limitation damage caused by Your misuse or abuse of the Commercial Whole Facility 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 facility electronics and electromechanical equipment and shall provide that information to OPPD 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.
- 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 Commercial Whole Facility Surge Guard Protection.
- The Agreement shall be governed by the laws of the State of Nebraska. The Agreement may be modified only upon written notice.