

## **Luxul™ PDU Warranty and Connected Equipment Protection Policy**

Your Luxul Power Distribution Unit (hereafter referred to in this document as PDU) is warranted against defects in workmanship and materials for a period of three years or thirty-six months from the date of purchase—unless otherwise provided by Luxul in writing—provided the PDU remains unmodified and is operated under normal and proper conditions. Additionally, any PDU that sacrifices itself while protecting equipment connected to it can be upgraded to the latest product; however, Luxul reserves the right to request the product be sent in for testing before granting the upgrade. It is the policy of Luxul that it will, at its election, either replace, pay to replace at fair market value, or pay to repair, up to the dollar amount specified below\*, equipment damaged by your PDU while it is connected to a PDU that has been obtained by an authorized channel and installed properly by an authorized installer of Luxul product.

Connected Equipment Protection Policy: \*\$25,000

This Luxul policy is subject to the conditions outlined below:

1. Proof of purchase required
  - 1.1. Luxul's PDU Warranty and Connected Equipment Protection Policy extends solely to the original purchaser of the PDU and is non-transferable. Original purchase receipts must be included with any PDU return or claim for connected equipment damage.
2. Proper installation
  - 2.1. Luxul PDUs must be installed by a Luxul authorized installer and must adhere to the proper installation guidelines laid out in the PDU Quick Install Guide (QIG).
  - 2.2. Luxul PDUs must be directly plugged into a properly grounded 3-wire AC outlet. Extension cords, non-grounded two prong adapters, or other non-Luxul surge products must not be used. Building wiring and other connections to protected equipment must conform to applicable codes (NEC or CEC). No other ground wires or ground connections may be used. The PDU and equipment to be protected must be indoors in a dry, humidity free, and conditioned space.
3. Notification
  - 3.1. You (the purchaser) must notify Luxul within fourteen days of the event precipitating a request for product replacement, payment to replace, or payment to repair equipment damaged while connected to your PDU.
  - 3.2. All products returned to Luxul for warranty service must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so the factory can ensure proper tracking and handling of returned items. If you do not have a RMA number, Luxul reserves the right to refuse receipt of returned items. For support and/or to obtain a RMA number, call 801-822-5450 or send us an email.
  - 3.3. Please note, you are responsible for any and all charges related to shipping your damaged PDU to Luxul.

- 3.4. If connected equipment damage is indicated on your RMA request, Luxul will request the make and model of all connected equipment, a connection diagram of your system, and any other requests based on the extent of the request for product placement or payment for connected equipment damage.
    - 3.5. All requests by Luxul are to be completed and returned within 30 days of Luxul's initial request.
  4. Determination of failure
    - 4.1. Luxul will evaluate your PDU for surge damage. Your PDU must show signs of surge damage or must be performing below design specifications relative to its surge protection capability.
    - 4.2. Opening the enclosure, tampering with, or modifying your PDU in any way shall be grounds for automatic denial of your warranty fulfillment request.
    - 4.3. Luxul, after evaluating all information provided, shall, in its sole discretion, determine whether your request is eligible for payment. If your PDU shows no signs of damage and is working within design specifications, Luxul will return the unit to you with an explanation of test results and notify you of the rejection of your claim.
    - 4.4. Luxul reserves the right to inspect the damaged connected equipment, parts, or circuit boards.
    - 4.5. Luxul reserves the right to inspect the customer's facility.
    - 4.6. Damaged equipment deemed uneconomical to repair must remain available for inspection by Luxul until the claim is finalized.
  5. Request payments
    - 5.1. Once Luxul has determined you are entitled to compensation, Luxul will, at its election, pay you the present fair market value of the damaged equipment, pay for the cost of the repair, send you replacement equipment, or pay the equivalence of replacement equipment.
  6. Other insurance/warranties
    - 6.1. This coverage is secondary to any existing manufacturer's warranty, implied or expressed, or any insurance and/or service contract that may cover the loss of equipment connected to your PDU.
  7. Exclusions
    - 7.1. The Luxul PDU Warranty and Connected Equipment Protection Policy does not apply to any of the following: service charges; installation costs; reinstallation costs; setup costs; diagnostics charges; periodic checkup charges; routine maintenance charges; loss of use of the PDU; costs or expenses arising out of reprogramming or loss of programming and/or data; shipping charges or fees; charges accrued by service calls; loss or damage occasioned by fire, theft, flood, wind, accident, abuse, or misuse; and products subject to manufacturer's recall or similar event.
  8. Dispute resolution

8.1. Any controversy or claim arising of our or relating to Luxul's PDU Warranty and Connected Equipment Protection Policy, or the alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. You may file for arbitration at any AAA location in the United States upon the payment of the applicable filing fee. The arbitration will be conducted before a single arbitrator and will be limited solely to the dispute or controversy between you and Luxul. The arbitration shall be held in any mutually agreed upon location in person, by telephone, or online. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgement may be entered thereon in a court of competent jurisdiction. The arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages, or attorney's fees. The parties will share the costs of arbitration (including the arbitrator's fees, if any) in the proportion that the final award bears to the amount of the initial claim 9.

## 9. General

- 9.1. This warranty supersedes all previous warranties. This warranty may not be modified except in writing, signed by an officer of Luxul.
- 9.2. If you have any inquiries regarding this PDU Warranty and Connected Equipment Protection Policy, please contact Luxul's support team at 801-822-5450 or by email. When you contact Luxul support, please be sure to have all necessary information ready.

### Please note:

Luxul products that have not been purchased from a Luxul authorized distributor or dealer are not covered by this PDU Warranty and Connected Equipment Protection Policy. Luxul products purchased through the Internet do not carry a valid PDU Warranty and Connected Equipment Protection Policy unless purchased from a Luxul authorized distributor or dealer and the original factory serial numbers are intact (they must not have been removed, defaced, or replaced in any way). Any product purchased from any channel other than a Luxul authorized distributor or dealer may result in the purchase of salvaged, failed, or unauthentic product.