Xtreme Power Conversion Load Protection Policy

THIS POLICY IS NOT A WARRANTY. REFER TO THE **XPC CORPORATION LIMITED WARRANTY** FOR INFORMATION CONCERNING THE WARRANTY FOR YOUR XPC PRODUCT. THE LIMITATIONS AND CONDITIONS CONTAINED IN THIS POLICY DO NOT AFFECT **THE TERMS OF THE XPC LIMITED WARRANTY.**

Definitions:

1. "Product" means a Standard 120, 208, or 240 Volt power protection device that is used in the United States and Canada. This policy does not include custom manufactured products.
2. "Power Disturbance" means an AC power line transient (telephone line or Local Area Network, if applicable), spike or surge.
3. "Connected Equipment" properly connected electronic equipment
4. "Fair Market Value" of damaged Connected Equipment as determined by XPC shall be 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 XPC), (c) the lowest price the same or similar items can be purchased for in the United States or (d) the total amount of all payment(s) you have or are entitled to receive from insurance, other warranties, extended warranties, a legal liability claim or from other sources or persons for the damaged Connected Equipment.
5. "Purchaser" means the person or entity that originally purchased the Product from an authorized reseller or distributor of XPC Products.

The Purchaser of this Product is protected, for the term of the XPC Limited Warranty, against certain losses caused by a Power Disturbance for properly connected electronic equipment (referred to as the "Connected Equipment") subject to certain terms and conditions provided below.

This policy applies only to the original purchaser of the Product. If the Product is transferred or sold to another person or entity, this policy is void.

Load Protection Policy Dollar and Period Limits

For purchasers that meet the qualifications and conditions set forth in this policy, XPC will provide reimbursement (cost of repair or fair market value as determined by XPC) during the period limits and up to the dollar limits stated as follows:

PRODUCT	DOLLAR LIMIT	PERIOD OF COVERAGE
J60, J60C	25,000	Term of XPC Limited Warranty
A60	25,000	Term of XPC Limited Warranty
S71	25,000	Term of XPC Limited Warranty
V70	25,000	Term of XPC Limited Warranty
P80, P80g	25,000	Term of XPC Limited Warranty
J90, J90i	50,000	Term of XPC Limited Warranty
P91, P91g, P91 5-10k	50,000	Term of XPC Limited Warranty
P91Li, P91g Li	50,000	Term of XPC Limited Warranty
T91, T91i	50,000	Term of XPC Limited Warranty
TX91, TX91L	50,000	Term of XPC Limited Warranty
M90S-2S, M90S-4S, M90S-6S, M90S-12S, M90Si-6S	50,000	Term of XPC Limited Warranty

Coverage under this policy applies only to Products installed in the United States or Canada on a 120, 208, or 240 Volt circuit, as provided in Definition 1 above. Models rated for both 208 and 230 Volt operation are covered only when installed at 120, 208, or 240 Volts within the United States or Canada.

This Load Protection Policy is not deemed "first dollar" coverage. XPC's obligation is reduced by any amounts that the Purchaser is entitled to recover, from other sources regarding the Connected Equipment, including, but not limited to, insurance, other warranty, extended warranty, or legal liability, regardless of whether or not the Purchaser makes a claim for recovery.

Eligibility for Coverage Under the Load Protection Policy

1. The Product must be registered on the XPC website, www.xpcc.com, within 10 days of purchase. All required information must be provided, and Purchaser should retain a copy for Purchaser's records. When registering on the website, Purchaser must list all connected equipment that is directly connected to the product. Only those devices registered in that manner will be covered.
2. All Connected Equipment must be UL or CSA approved.
3. The Product must be plugged into a properly wired and grounded outlet. Use of input surge devices, extension cords, adapters, ground wires, or electrical connections not manufactured by XPC voids the XPC Load Protection Policy. No other surge protection device may be connected to the output sockets of the Product. The installation must comply with all applicable electrical and safety codes set forth pursuant to the NEC.
4. The Product must have undeniable physical evidence of a Power Disturbance that directly and proximately caused the damage;
5. The Connected Equipment must have been damaged by a Power Disturbance on a properly installed, grounded, and National Electric Code, ("NEC"), code-compliant 120, 208, 240 Volt AC power line in the United States or Canada, by a Power Disturbance on standard telephone land line or PBX telephone equipment line that is properly installed and connected to an RJ11 port on the Product; or by a Power Disturbance on a standard Local Area Network connection that is properly installed and connected to an RJ45 port on the Product and (d) is directly plugged into, and properly connected to, the Product in its original condition which was properly operated when a Power Disturbance passed through the Product and (i) exhausts the protection capacity of the Product or (ii) damages the Product.
6. The Load Protection Policy does not apply if the Product has been operated in a failure mode or not in compliance with XPC operating instructions in the Product user's manual, or if the Connected Equipment has not been operated in compliance with the instructions and manuals of its manufacturer/vendor.
7. This policy is null and void if, XPC determines, in its sole discretion, that the Product has been tampered with or altered in any way.

What is Not Covered Under the Load Protection Policy:

The following damage is not covered by this Policy:

1. Restoration of lost data and reinstallation of software.
2. Damage from a cause other than AC power-line transients, except for damage due to telephone line, Local Area Network, or CATV transients, which is covered only if the Product offers such protection.
3. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION ENVIRONMENT FOR THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LACK OF A PROPER SAFETY GROUND).
4. Damage caused by the use of the Product for purposes other than those for which it was designed.
5. Damage caused by accidents, or natural disasters, including but not limited to, fire, flood, and wind.
6. Damage caused by abuse, misuse, alteration, modification, or negligence.
7. Any labor costs or travel, room and board expenses associated with the repair and/or restoration of lost or damaged hardware, software or data.

EXCEPT AS EXPRESSLY PROVIDED IN THIS POLICY, XPC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR MULTIPLE DAMAGES ARISING OUT OF THE USE OF THE PRODUCT OR DAMAGE TO THE CONNECTED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR THE CONNECTED EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.

Submitting a Load Protection Policy Claim:

1. Any claim under the Load Protection Policy must be made within 10 days of the date of alleged damage to the Connected Equipment.
2. Call the XPC technical support department at 1-800-582-4524 and obtain a Load Protection Policy Returned Material Authorization (RMA) number. Have information on all applicable insurance or other resources of recovery/payment that is available to the Purchaser and the name of the power utility supplier for the

location of the Connected Equipment. XPC will forward to the Purchaser a Load Protection Policy claims form, which must be completed and filed with XPC within 30 days.

- Mark the Load Protection Policy RMA number on the Product the Purchaser is returning.
- Pack the Product in its original packaging or similar packing materials if the original packaging has been discarded. Enclose the completed Load Protection Policy claim form and a copy of the Purchaser's original sales receipt for the Product in the box.
- Mark the RMA number clearly on the outside of the box.
- Ship the Product (one-way shipping charges paid by the Purchaser) to:

XPC Corporation
230 Yuma Street
Denver, CO 80223
Attn: LPP RMA#

3. XPC will evaluate the Product to determine its level of functionality, and will examine the Product for evidence of damage from a Power Disturbance.
   - If XPC's evaluation provides no evidence of damage from a Power Disturbance, XPC will send to the Purchaser (i) a report summarizing the tests performed and (ii) a rejection of claim notice.
   - If the Product shows evidence of damage from a Power Disturbance, XPC will request that all Connected Equipment for which a Load Protection Policy claim has been submitted, be sent for evaluation to either XPC or an authorized service center. If it is determined that the Connected Equipment has been damaged by a Power Disturbance, XPC will, in its sole discretion, issue payment to the Purchaser for either the cost of repair of the Connected Equipment or the Fair Market Value of the damaged Connected Equipment, up to the dollar limits stated above. XPC reserves the right to require the Purchaser to transfer title and deliver the Connected Equipment to XPC if it chooses to reimburse the Purchaser for the fair market value of the Connected Equipment. XPC's maximum liability shall be reduced to reflect all such other payments or sources of recovery, whether applied for or not.
4. If XPC issues payment to the Purchaser to have the Connected Equipment repaired, the repair must be performed at a service center that is authorized by the manufacturer of the Connected Equipment. XPC reserves the right to contact the authorized service center directly to discuss repair costs and damage to the Connected Equipment to determine if it was caused by a Power Disturbance and the right to request that the service center forward the Connected Equipment or components of the Connected Equipment to XPC for inspection
5. Unless modified in writing signed by an officer of XPC and the Purchaser, the terms of this policy are the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of XPC or any other party is authorized to make any representations beyond those made in this agreement concerning the Load Protection Policy.

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