

# LIFETIME LIMITED WARRANTY FOR PRODUCT WITH A THREE YEAR LIMITED \$25,000 CONNECTED EQUIPTMENT WARRANTY

## Covering: T8 & T10

This product comes with two Warranties from its manufacturer: A lifetime Limited Warranty for the original owner on the Product itself, as described in Part A below; and a Three Year Limited Warranty for the original owner covering damage, should it occur, to qualified equipment that is connected to the Product, as described in Part B. This Warranty only applies to products purchased and used in the United States of America. Products purchased or used outside the United States are subject to such warranties, if any, as are provided by the Tributaries distributor in the respective countries.

## Part A: Original Owner's Lifetime Limited Warranty for the Product

Subject to the terms and conditions, and exclusions stated below, Gordon J. Gow Technologies, Inc., ("Gow") warrants to the original owner of the Product that it shall be free from defects in workmanship or material for so long as he or she continues to won it, provided that is was purchased from an Authorized Gow Dealer.

In the event of any defect covered by this warranty, Gow shall without charge provide all parts, materials, and labor necessary to restore the Product to its original specifications, and shall return the Product to its owner at Gow's expense. In the alternative, Gow may at its sole option either replace the Product without charge, or if its replacement is not commercially practicable or repair or replacement cannot be accomplished within a reasonable time, Gow may refund the purchase price of the Product, subject, where appropriate, to reasonable depreciation for use in accordance with applicable laws, in full satisfaction of its warranty obligations. Gow will undertake to complete the repair and return of the Product as soon as circumstances permits, unless prevented by causes beyond its reasonable control.

## Part B: Original Owner's Three Year Limited Warranty against Damage to Connected Equipment

Subject to the terms and conditions and exclusions stated below, Gow warrants to the original owner of the Product that in the event that , within (3) years from the Product's date of purchase, qualified electronic equipment that was properly connected to the Product ("Connected Equipment") sustains damage due to a Product failure resulting from defective workmanship or materials during the course of the Product's approved usage, Gow will at its option repair, replace, or reimburse the owner for the fair market value of, the damaged Connected Equipment, up to a maximum cumulative total liability of \$25,000.00 for all damaged Connected Equipment. "Qualified electronic equipment" means that all equipment connected to the Product at the time of failure causing damage must have been (i) consumer electronic equipment intended for personal and not commercial or industrial use, and designed for use with the type and level of electricity supplied through the mains to which connected; and (ii) the individual and collective voltage and current requirements for all Connected Equipment did not exceed the published specifications of the Product; and (iii) that all Connected Equipment was being used as intended at the time of damage. "Properly connected to the Product" means that all Connected Equipment at the time of the failure, whether or not damaged, must have been directly plugged into the Product without the use of any extension cord, adapter plug, surge protector, or other device between the Product and the Connected Equipment. The "Product's approved usage" means that at the time of failure causing damage the Product was (i) directly connected to a properly installed grounded three-prong electrical outlet meeting all applicable Code requirements, without the use of any extension cord, adapter plug, surge protector, or other device between the Product and the outlet; and (ii) the Connected Equipment was being used in the manner for which it was designed and intended, and was not in violation of any of manufacturer requirements or limitations; and (iii) none of the exclusions set forth below apply.



Bringing it all together

# LIMITATIONS ON TRIBUTARIES'S OBLIGATIONS UNDER THE WARRANTY

GOW'S SOLE OBLIGATION UNDER PART A OF THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE PRODUCT, OR AT ITS OPTION REFUND THE PURCHASE PRICE, AND UNDER PART B OF THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE CONNECTED EQUIPMENT, OR AT ITSS OPTION REIMBURSE THE OWNER FOR THE FAIR MARKET VALUE THEREOF UP TO A MAXIMUM OF \$25,000. GOW DOES NOT WARRANT AGAINST, NOR SHALL IT BE LIABLE FOR, ANY OF THE FOLLOWING: REMOVAL OR INSTALLATION CHARGES; SHIPPING EXPENSES TO GOW OR ITS AUTHORIZED SERVICE FACILITY; PROPERTY DAMAGE OF ANY KIND (OTHER THAN DAMAGE TO CONNECTED EQUIPMENT THAT IS WITHIN THE SCOPE OF, AND NOT SUBJECT TO EXCLUSION UNDER, THIS WARRANTY); OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND.

Note: Some states do not allow exclusion or limitation of consequential damages, so the foregoing exclusion may not apply.

### Exclusions: Parts and Occurrences That Are Not Covered by the Warranty

Neither Part A nor Part B covers any of the following: (A) Products' glass panels, cabinetry, trim, or any other appearance items (except) where they are defective at the time of original sale and the Product is delivered for repair within the first thirty (30) days thereafter; (B) batteries, or failure of or damage to the Product caused by batteries; (C) failures arising from catastrophe (including lightening strike), misuse, neglect, or failure to properly connect and operate the Product and/or any Connected Equipment in accordance with its manufacturer's instructions or otherwise than as designed and intended; (D) failures arising from improper installations of the Product or of any Connected Equipment, or incompatibility of components in the system of which the Product is a part; (E) failures of any kind in Products: (i) which have been purchased from other than an Authorized Gow Dealer or any Connected Equipment used with such Products, or (ii) which evidence any tampering, alteration, or attempted servicing by anyone other than Gow or an Authorized Gow Service Facility, or (iii) which are not delivered or shipped to Gow or an Authorized Service Facility within specified duration of the applicable Part A or Part B warranty, respectively; or (F) failures of the Product, or damage to Connected Equipment, that occur at a time when the Product is no longer owned by its original owner; and Gow shall have no liability or obligation of any kind with respect to any of the foregoing types of failures. In addition, Gow's coverage for Connected Equipment is expressly secondary to any homeowner's insurance or other insurance covering damage or loss to that Equipment, and Gow's liability is limited to the amount by which Connected Equipment losses exceed such insurance coverage (but in no event shall Gow's liability be greater than \$25,000 in the aggregate).

#### What the Owner Must Do to Obtain Service under This Warranty

To obtain service under this warranty, the owner must, within thirty (30) days following the occurrence giving rise to the claim, telephone Gow at the number shown below, obtain a return authorization number, and then, at the owner's expense (i) arrange for any necessary de-installation of the Product and any Connected Equipment for which a claim is made, and (ii) deliver or ship the Product and any Connected Equipment, properly packaged, prepaid, and insured, to Gow at the address below. In addition, the owner must provide evidence that the Product is at time of delivery within the scope of this warranty, by including the original or a legible copy of the Authorized Gow Dealer's dated sales receipt with the Product when submitted for repair. All Products and Connected Equipment must also be accompanied by the owner's name, address, and telephone number, as well as a complete explanation of the circumstances giving rise to the claim.

#### What the Owner Must Pay For

As noted above, the owner must arrange and pay any expense for removing the Product and any Connected Equipment from their installation and delivering or shipping them to Gow. Upon return of the Product and any Connected Equipment to the owner following repair or replacement, it shall be the owner's responsibility to arrange and pay for any reinstallation. In addition, it shall be the owner's obligation to pay for any repairs made to Products for which the owner has not included a legible copy or the original of the dated sales receipt with the Product when delivered for service, or which are otherwise subject to the exclusions noted above, at Gow's current repair rates. Any Product or Connected Equipment found to be outside the scope of this Warranty due to an applicable exclusion shall be returned to the owner at the owner's expense.



This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If you should have any questions concerning this warranty, please contact the company at the address or telephone number below.

TRIBUTARIES is a registered trademark of Gordon J. Gow Technologies, Inc. 7022 TPC Drive, Suite 500, Orlando, FL 32822 Phone: 888-554-2514 / 407-855-2482 www.tributariescable.com