




Your Touchstone Energy® Cooperative 

## Surge Suppression Rental Agreement

Vernon Electric Cooperative members choosing to rent surge suppression devices will need to sign the rental agreement below and return it to our office. Member may keep a copy for their records.

### Vernon Electric Cooperative Rent of Surge Suppression Equipment

**THIS RENTAL AGREEMENT** is made the day of, \_\_\_\_\_,  
**THE PARTY** to this rental agreement is the renter, \_\_\_\_\_, whom  
is over the age of eighteen years (hereinafter known as the "renter").  
**THE SURGE SUPPRESSION DEVICE** being rented is a single-phase power suppression device, which will  
be mounted on renter's electric meter and will be owned and maintained by Vernon Electric Cooperative  
(hereinafter known as VEC).  
**THE TERM** of this rental agreement is from month to month until terminated by either of the parties.  
**THE RENTAL PAYMENTS** which renter agrees to make are \$5.00 per month per unit (subject to change).  
Renter will make all payments as a part of renter's monthly electric bill.  
**VEC** reserves the right to remove the surge suppression device from renter's meter if renter fails to pay the  
monthly rent amount set forth herein.  
**RENTER** further understands that it is its responsibility to see that the service equipment at its home meets all  
local and national Electric Code requirements for service grounding.  
The manufacturer of the surge suppressor warrants the surge suppression devices. These warranties are attached  
to this Agreement and are made a part hereof by reference. **VEC MAKES NO WARRANTIES** as part of this  
Agreement on the date first written above.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Account #

Return to Vernon Electric Cooperative, 110 Saugstad Rd., Westby, WI 54667  
E-mail: vec@mwt.net  
Fax: 608-634-7481

# THE MBSA-90 – METER BASE SURGE ARRESTER SERIES LIMITED WARRANTY

## SCOPE OF COVERAGE:

Ekstrom Industries Inc., hereafter the Manufacturer, warrants this product to be free from defects in materials and workmanship for a period of fifteen (15) years from the date of manufacture. In addition, the Manufacturer provides to the customer, hereafter the Purchaser, extended warranty against consequential damage to residential appliances, which are of an electro-mechanical nature. Such products are defined as: washers, dryers, refrigerators, freezers, dish washers, electric ranges, HVAC units, garbage disposal units, sump pumps and other such mechanical or motor driven appliances. The Manufacturer and the Purchaser mutually acknowledge that the product by its nature may be subject to degradation as a consequence of the number and severity of surge and transient experiences during normal operation, and that this Warranty excludes such gradual degradation.

## SCOPE NOT COVERED BY THIS WARRANTY:

This product is provided as a primary point-of-entry protection device. As such it is not intended, nor possible, to limit all incoming surges to levels acceptable to all sensitive electronic appliances. This Warranty expressly excludes cover of “electronic equipment” employing semiconductor or microprocessor technology. Such products include, but are not limited to, VCRs, televisions, personal computers, microwave ovens and audio equipment. The Manufacturer strongly recommends that in addition to this primary protection device, the Purchaser provide secondary point-of-use, plug-in protection to all sensitive electronic equipment. In no event does this Warranty cover medical or life support equipment and it expressly excludes bodily injury to persons. This Warranty does not apply to any failure or damage caused by improper use, misapplication, lack of care, inadequate maintenance or operation of the device under conditions exceeding the Manufacturer’s specifications. This Warranty does not cover damage due to sustained over-voltages, theft, abuse, misuse or catastrophic events. This Warranty shall be rendered void if the protection device is not installed in accordance with all applicable Codes and authorities having jurisdiction as well as the Manufacturer’s instructions. For proper function of the unit, it is important that connection to an adequate ground system be provided.

## LIMITS OF LIABILITY:

This Warranty applies to the original purchaser (or Lessee) only and is secondary to any applicable warranties, service contracts and other insurance or policy held by the homeowner. The Manufacturer’s responsibility is limited to the cost of repair or (similar) replacement of the damaged appliance at the Manufacturer’s sole discretion. All claims must be lodged within 30 days of the damage occurring. Despite the fore going, the manufacturer’s liability is limited to an amount not exceeding \$1,000 for any single claim, and \$10,000.00 per household.

## HOW TO FILE A CLAIM:

The surge protective device is fitted with two (2) LED indicators, which indicate the normal operation or the end-of-life status of the device. In order to honor a claim against this Warranty, the indicator must indicate that the protection device has failed. In the event of a claim, the Claimant should contact the Manufacturer (800) 532-4332, or Manufacturer’s representative within 14 days of discovery. A Return Merchandise Authorization (RMA) number will be issued and the Manufacturer will forward a warranty claim form. This should be completed by the Purchaser in its entirety, notarized by a Public Notary and filed with the Manufacturer within 30 days of receipt. An estimate for the repair/ replacement of the damaged appliance, or repair bill, should also be obtained from an approved service center and submitted as an attachment to the claim. The failed SurgeGuard device together with proof of purchase, must accompany this return. The Purchaser is advised that the local utility is required to remove the failed SurgeGuard device. The RMA number must be clearly marked on the outside of the shipping container as well as on the unit being returned and forwarded, freight and duty prepaid, to:

Ekstrom Industries, Inc.  
23847 Industrial Park Drive,  
Farmington Hills, MI 48335

The Purchaser is responsible for all freight; postage expense and service calls needed as a result of any incurred damage. The Manufacturer or his appointed Representative (including the electric utility, serviceperson), reserves the right to inspect the damaged appliance(s) and the location and method of installation of the protection device. All appliance damage claimed must remain available for inspection until the filed claim is resolved. The Manufacturer shall at his sole discretion accept a filed claim. Upon acceptance of a claim, the Manufacturer will make good to the Purchaser within the limits of the extended liability. The Manufacturer will also provide a replacement protection device for that failed in service. Acceptance of a claim does not constitute acceptance of any liability on behalf of the Manufacturer. This Warranty does not indemnify the Purchaser for any consequential claim for damages or loss of operations or service or profits.

## REMEDY AND STATE LAW:

This is the sole Warranty provided by the Manufacturer. No other express or implied warranty is provided. The giving of, or failure to give, any advice or recommendations by the Manufacturer shall not constitute any liability. This Warranty is in lieu of any and all other warranties expressed, implied or statutory as of the merchantability, fitness for purpose sold, description, quality, productiveness or any other matter. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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. This Warranty is valid in the United States and Canada only and endures for a 15-year period from date of manufacture.

**Ekstrom Industries Inc.**  
23847 Industrial Park Drive  
Farmington Hills, MI 48335

Phone: (248) 477-0250  
Fax: (248) 477-2583  
Toll Free: (800) 532-4332

[www.ekstrom-metering.com](http://www.ekstrom-metering.com)  
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