## **Terms and Conditions**

## **Standard Warranty**

Connecticut Electric, Inc. ("Connecticut Electric") warrants all products that it manufactures and guarantees protection against mechanical or electrical failure, due to manufacturing defects up to five (5) years from the date of purchase from an authorized retailer. UBI branded circuit breakers may have an additional 5-year warranty provided the product is registered electronically. Visit the Terms and Conditions section of the Connecticut Electric website: www.connecticut-electric.com for current warranty and registration information. Proof of the original purchase date is required for any eligible warranty coverage. In the event that proof of purchase is not able to be submitted, Connecticut Electric will use the product manufacturing code or serial number to determine the warranty period. Products where no proof of purchase is submitted, and the manufacturing date cannot be determined using the product manufacturing code or serial number will not be eligible for warranty coverage. If within such a period of time, any products that are installed properly, proven to be defective, and have not been altered or repaired become non-conforming, the products shall be repaired or replaced at the sole judgement of Connecticut Electric. Products that have been damaged while protecting your connected equipment are not considered defective and therefore are not covered under this warranty. This warranty does not cover items or devices connected to the covered product. Connecticut Electric will only provide warranty on Connecticut Electric manufactured products. If in the event Connecticut Electric has warranted a product and it becomes unavailable, Connecticut Electric will take full responsibility and credit the purchaser's account the original purchase price. This warranty applies only to the original retail purchaser or original end user and is non-transferable.

This warranty shall not cover failure or damage due to an act of God, normal wear, or improper storage, installation, operation, maintenance, accident, misuse, abuse or negligence of any party other than Connecticut Electric. This warranty does not cover reimbursement for labor, transportation, gaining access, removal, installation, temporary power, or any other expenses which may be incurred in connection with repair or replacement of the Product.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, CONNECTICUT ELECTRIC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE SHALL CONNECTICUT ELECTRIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, DAMAGE TO SOFTWARE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, DAMAGE TO PROPERTY AND PERSONAL INJURY. IN THE EVENT THAT CONNECTICUT ELECTRIC SHALL BE UNABLE TO REPAIR OR REPLACE THE PRODUCT AS REQUIRED HEREIN, THE LIABILITY OF CONNECTICUT ELECTRIC TO YOU OR ANY OTHER PARTY SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY YOU FOR THE PRODUCT. NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights. You may also have other rights which vary from jurisdiction to jurisdiction. No action arising out of any claim may be brought more than one year after the cause of action has occurred, or as limited by law.

## **Return Policy**

No product may be returned without first obtaining Connecticut Electric's written permission and a Return Authorization Number from Connecticut Electric. Returned products must be manufactured by or purchased from Connecticut Electric, and include the original packaging for the products. **Returned products must be securely packed to reach Connecticut Electric's Distribution Center without damage and labeled with the Return Authorization Number.** To receive a **Return Authorization Number**, please contact RGA at (800) 730-2557 EXT. 229 or email: warranty@connecticut-electric.com

All returned products can be shipped to the following address:

Connecticut Electric, Inc. 1819 West 38TH St. Anderson, IN 46013

Credits will be issued for returned products if: (a) a manufacture defect is found or develops within one (1) year from the date of original purchase or manufacture from Connecticut Electric, (b) a product is shipped in error by Connecticut Electric, or (c) a product is ordered incorrectly by the purchaser which will be subject to a 20% restocking fee. Non-defective products cannot be returned for credit after ninety (90) days of purchase.

Note: Any broken, cracked, and/or chipped products that are considered inoperative from neglect, accident, or damage will not be credited as such.

Returns must originate from the original purchaser's account number. Returns will be credited at the original price paid as indicated on the Connecticut Electric purchase order if the original purchaser's account number, purchase order, and a statement for the reason of the return is provided. If the account number, purchase order, or reason for the return is not provided, then a credit cannot be issued immediately and will be based on the stock price in effect twelve (12) months prior to date of return authorization and will be subject to a 25% processing fee.

Special order and custom products are returnable and will be subject to a 20% restocking fee. Connecticut Electric shall bear the cost of returns resulting from Connecticut Electric's error if the order was made in writing. Connecticut Electric is not responsible for errors resulting from verbal or phone orders that are not later confirmed in writing by the purchaser. Information including the reason, method, and route of return is required by the purchaser for any products returned to Connecticut Electric. The information provided to Connecticut Electric will be held at the sole discretion Connecticut Electric. Changes or debits to original invoices will be considered in the calculation of any and all credits at the sole discretion of Connecticut Electric. Cost incurred by failure to follow Connecticut Electric's direction will be borne by the purchaser.

Connecticut Electric Inc. reserves the right to change these terms and conditions at any time without notification. Other terms and conditions may apply.