# NUSTERE

**COMPONENT GUARANTEE** 

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Austere provides a Component Guarantee to the original purchaser of Austere Power/Surge protection products. The duration of the guarantee varies depending on the product series: four (4) years for III Series Power, five (5) years for V Series Power, six (6) years for VII Series Power 4-Outlet and seven (7) years for VII Series Power 6 & 8 Outlet of Protected Connected Component assurance.

Austere may provide you with a remedy regarding connected Component Damage to the extent:

- 1. You have registered your product within the first 12 months of purchase using the following registration portal: <u>https://airtable.com/shrAxitRy7cGGhAZn</u>
  - a. Failure to register your product within the first 12 months of purchase nullifies the Limited Lifetime Guarantee, Component Guarantee, and Austere will accept no claims.
- 2. You have a claim under the Limited Lifetime Guarantee for products because of a product defect that causes connected component damage despite adequate use.
- 3. Austere receives a formal guarantee claim from you for connected component damage applicable to the affected product.

If these conditions listed in the preceding guidelines are met, Austere will provide one of the following remedies at its sole discretion:

- Replacement: Austere will replace the damaged connected component.
- Repair: Austere will pay to repair the damaged connected component.
- Fair Market Value (FMV) Compensation: Austere will pay the fair market value (FMV) of the connected components at the time of the damage, not the replacement value.

# Limitations

- The guarantee does not apply to products purchased in used or unpackaged form, from unauthorized dealers, or outside the original country of purchase or direct shipment from an authorized dealer.
- Damages incurred because of product wear and tear caused by normal use over time, the natural breakdown of materials over extended time and use, accidental damage, abuse, improper care, unreasonable use, natural disaster, abnormal mechanical or environmental conditions, disassembly, modifications or alterations to the product or negligence in care or use of the product.
- Removal or defacing of brand labels voids the guarantee.
- Austere is not liable for any incidental, reliance, or consequential damages or breach of implied guarantee on its products, including any damage to person or property, and specifically disclaims the warranty of merchantability and warranty of fitness for a particular purpose, whenever the law allows such limitations and disclaimers. Austere's

sole and maximum obligation shall be to repair or replace the product or issue a refund at Austere's sole discretion.

• The guarantee of all Austere power products will be void if they have been connected to the output of any UPS system or if the power strips have been used in a daisy chain.

Furthermore, in addition to the limitations above, Austere will not guarantee products in the following situations:

- Product without registration within the first 12 months of purchase
- Products without sufficient proof of purchase
- Products purchased from someone other than an authorized dealer
- Lost or stolen products or products purchased in used condition
- Non-quality-related issues (after 30 days of initial purchase); within 30 days, return the product to an authorized reseller
- Damage from misuse of products (including, but not limited to, drops, extreme temperatures, water exposure, and operating devices improperly or not in accordance with any accompanying instructions)
- Self-repairs or repairs through 3rd parties
- Damage from outside sources
- Product not used for its intended function
- Product used with multiple appliances with high power consumption
- Products where the original identification information has been altered, obliterated, or removed or that has not been handled or packaged correctly

It is important to note that Austere is not responsible for the following:

- Any data loss incurred from the use of Austere's products
- Any damage or loss to products that occur in transit to Austere
- Returning personal items sent to Austere

Neither party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages arising out of or relating to this agreement, including but not limited to loss of profits, loss of business, loss of revenue, loss of data, or any other economic or commercial losses, whether foreseeable or not, even if advised of the possibility of such damages.

### DEFINITIONS

Adequate Use means personal use of the product and connected components within a private home or dwelling and in conformance with all applicable local, state, or federal law, code or regulations. Use of the product must also be in accordance with manufacturer recommendations and instructions in the materials and documentation accompanying the product and any connected components. Any use of the product must be used in conjunction with proper electrical grounding, with a proper and direct connection between the product and an AC power source that has protective grounding. Using the product in a daisy chain fashion, with any extension cord or connected to an uninterruptible power supply or other equipment, does not constitute adequate use and will void the limited lifetime guarantee and the component guarantee.

*Product Defect* means an inadequacy of the Product that existed at the time when You received the Product from an Authorized Dealer and that prevents the Product from performing in accordance with Austere's accompanying documentation. Conditions that would not be considered adequate use would be failures that have been caused by any use other than the defined Adequate Use. Additionally, transportation, neglect, misuse, or abuse by anyone would not be considered adequate use. Nor would alteration, tampering, or modification of the product, maintenance, or service of the Product by anyone other than an Austere employee. Any type of exposure of the product to heat, bright light, sun, liquids, sand, or other contaminants would also not be considered adequate use.

*Connected Component* means any device that is generally suited to be used with the Austere product or products of the same kind and that meets the requirements of all applicable laws and safety standards. Any connected component must also contain only parts manufactured, sold, or recommended by the original manufacturer of the connected components, and have not been altered, tampered with, or modified by any person other than its manufacturer or service personnel authorized or recommended by the manufacturer of the connected components.

*Connected Component Damage* means physical damage to connected components caused by a product defect through transient AC power or lightning surge while connected to a properly installed product. Connected component damage does NOT include damage caused by a defect or unrelated damage of the connected component or a surge/spike or lightning strike through a source, medium, or connection other than through the Product. Any component damage resulting from severe events with insufficient voltage will void the limited lifetime guarantee and the component guarantee.

*Protected* means that if the protected light indicator on the Austere power product goes out at any time, this means that the capacity of the product is exceeded, and the product will no longer protect against surges and spikes of energy. The surge protector absorbed enough surges to protect your Connected Component but will not protect against future surges and spikes. Therefore, if the protected light indicator on your Austere product goes out, we strongly recommend that you cease using the product immediately and purchase a replacement unit.

Authorized Dealer means any retailer, reseller, or distributor that was rightly authorized to do business and permitted to sell the Austere Product under the laws of the jurisdiction where You bought the Product and that sold the product new and in its original packaging.

#### FORMAL GUARANTEE CLAIM

In the event of a suspected product malfunction, Austere reserves the right to request the damaged product and other damaged components for failure analysis and adequate testing.

Please comply with the following instructions:

- 1. Immediately contact Austere at 1-855-672-0684 or send a message directly to the Austere support team at <a href="mailto:support@austere.com">support@austere.com</a> to report the defect and receive claim filing instructions.
- 2. Provide sufficient proof of purchase from an authorized distributor, including the original date and place of purchase and the product description and price (physical or digital receipt, credit card statement, or proof of product registration).
- 3. Obtain a Return Authorization Number. This number will be essential for processing your claim effectively.
- 4. Upon receipt of a claim form (which will be sent to you after you file your Formal Warranty Claim), complete the form in its entirety with all necessary details.
- 5. Pack and ship the product and all claim forms in appropriate packaging to prevent damage during return shipping. It is your responsibility to ensure proper packaging. If the item is returned with shipping damage due to insufficient packing cartons and materials, Austere may void your claim.
  - a. Include the claim number on the shipping label and/or within the package. You must prepay all shipping costs. If your item is returned for repair, you must also pay the cost of the return estimate.

By using Austere's product, you consent to be bound by the terms and conditions of the Limited Lifetime Guarantee and Component Guarantee. If you do not agree to the terms and conditions of this guarantee, it is recommended that you return the product to the authorized dealer of purchase to inquire about a refund.

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