

AUSTEIRE

PRODUCT GUARANTEE

## **LIFETIME GUARANTEE FOR CONSUMERS**

Austere, 9375 SW Commerce Circle, Suite 7, Wilsonville, OR 97070, USA extends to you this Limited Guarantee. Statutory or common law may provide you with additional rights or remedies, which shall not be affected by this Limited Lifetime Guarantee. This Guarantee gives you specific legal rights, you may have other rights, which vary from state to state or country to country.

### **Scope of Guarantee**

Austere provides a guarantee of the function of this product, if used in accordance with all applicable instructions and warnings, to be free from original defects in material and workmanship for the Lifetime\*\* of the product, subject to the conditions and limitations below. If the product should prove defective in material or workmanship within that period, Austere will, subject to the following terms, conditions and limitations, repair or, at Austere's sole discretion, replace the defective product, replace with a comparable product if the specific product is no longer available or refund to you the original purchase price you paid to the authorized dealer for the defective product if repair or replacement is not commercially practical or cannot be completed in a timely manner.

**\*\* "Lifetime" \*\*** means the duration of use of the product under normal circumstances and used in accordance with all instructions and warnings, and specifically such time as the product can no longer function after normal use for the specific purpose intended. Lifetime is further defined as the expected and typical life of the product, and specifically not the lifetime of the original purchaser or user.

*OBSERVE:* Prior to use, the individual user should review all instructions and warnings and take immediate care to determine whether this product is suitable, adequate or safe for the use intended. Because individual applications are subject to great variation, Austere makes no representation or guarantee as to the suitability or fitness of these products for any specific application.

**COMPONENT GUARANTEE** Austere guarantees to the original purchaser of Austere Power/Surge protection product five (5) years for V Series Power and seven (7) years for VII Series Power of Protected Connected Component assurance. Austere may provide you with a remedy regarding connected Component Damage to the extent:

1. You have a claim under the Lifetime Guarantee for products because of a product defect that causes connected component damage despite adequate use.
2. Austere receives a formal guarantee claim from you for connected component damage applicable to the affected product.

If the conditions listed in the preceding sentence are met, Austere will provide you with one of the following remedies provided that Austere may decide at its sole discretion which of the three remedies it provides:

1. Austere will replace the damaged connected component.
2. Austere will pay to repair the damaged connected component.
3. Austere will pay the fair market value (FMV) of the connected components, at the time of the damage, not the replacement value.

### **Limitations**

This guarantee does not apply to product purchased in used or unpackaged form or purchased from someone other than an authorized dealer, damages incurred as a result of product wear and tear caused by normal use over time, the natural breakdown of colors and 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 will immediately void this guarantee.

This guarantee is non-transferable and only applies to the original purchaser of the product. This guarantee is restricted to the original country of purchase and will be void on any product taken outside the country where originally purchased or shipped to directly from an authorized dealer.

Austere shall not be 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 in Austere's sole discretion.

Additionally, 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:

- 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 product to authorized reseller
- Damage from misuse of products (including, but not limited to: drops, extreme temperatures, water exposure, 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
- 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 use of Austere's products
- Any damage or loss to products that occur in transit to Austere
- Returning personal items sent to Austere

## **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 product must also be in accordance with manufacturer recommendations and instructions in the materials and documentation that accompany the product and any connected components. Any use of the product must be used in conjunction with proper electrical grounding, with proper and direct connection between the product and an AC power source that has protective grounding. Use of 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 lifetime 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 a 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 damaging of the connected component or a surge/spike or lightning strike through a source, medium or connection other than through the Product.

**Protected** means 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 it 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**

HOW TO MAKE A CLAIM. In the event of a product irregularity or connected component damage, please comply with the following instructions:

1. Call Austere immediately after you discover a defect or connected component damage at 1-800-503-1037 or send a message directly to the Austere support team at [support@austere.com](mailto:support@austere.com) for instructions on how to file your claim.
2. Provide a detailed explanation of how the damage occurred, identify the affected product and all items of the components connected.
3. Purchaser provide sufficient proof of purchase from an authorized distributor showing the original date and place of purchase, as well as the product description and price.
4. Obtain a Return Authorization Number.
5. Upon receipt of a claim form (which will be sent to you after you filed Your Formal Warranty Claim), fill out the claim form entirely.
6. Pack and ship the product to Austere and, if requested, the item(s) of components connected, and all claim forms that Austere provides to you. Show the claim number on the shipping label and/or include it with the product. You must prepay all shipping costs and you are responsible for packaging and shipment, and you must pay the cost of the repair estimate.

By using Austere's product, you consent to be bound by the terms and conditions of this Lifetime Guarantee and Connected Component Guarantee (collectively referred to as "The Austere 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 REFUNDS.

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