



INSPIRING TRUST

## MEMORY EXPERTS WARRANTY FOR MXPOWER DEVICE

(Warranty is only valid in USA and Canada)

### LIMITED LIFETIME DEVICE WARRANTY

Memory Experts International Inc. ("MEMORY EXPERTS") warrants that its Devices are free of defects in design, assembly, material and workmanship for the life of the Device (the "Warranty"). This Warranty is valid only for the original purchaser of the MEMORY EXPERTS Device. MEMORY EXPERTS warrants to the original purchaser of any MXPOWER Device ("Device") for the life of the Device, that the Device shall be free of defects in design, assembly, material, and workmanship. MEMORY EXPERTS will repair or replace, at its option, any defective Device for the original purchaser free of charge. Original purchaser must register online or send in the Warranty Registration card in order for this warranty to be effective. Upon return for replacement of the Device, the original purchaser will be required to send a copy of the receipt to verify the original owner of the product. The Devices are not for use with aquariums or on any water-related products. The Devices and the equipment must be used only indoors in a dry location, and in the same building.

### CONNECTED EQUIPMENT PROTECTION LIMITED WARRANTY

In addition, MEMORY EXPERTS will pay for the repair or replacement, at its option, of any equipment which is damaged by one of the five major power grid disturbances-Under-voltage, Over-voltage, Voltage Sag/Current Inrush, Brownout, Voltage Spike/Surge (an "Occurrence") - while this equipment is properly connected through a Device to a properly wired AC power line with protective ground. If your equipment is not properly connected to the MXPOWER Device and an Occurrence damages your equipment, MEMORY EXPERTS shall not be obligated to pay for the repair or replacement of your equipment. Furthermore, you must register your Device and equipment with MEMORY EXPERTS in order for it to be protected by this Warranty. You can conveniently register your Device and equipment on-line on our website [www.memoryexpertsinc.com/MXPOWER/registration](http://www.memoryexpertsinc.com/MXPOWER/registration). Registration must be done within 30 days of purchase.

MEMORY EXPERTS' obligation to pay for the repair or replacement of such damaged equipment is limited to an amount equal to the fair market value of the equipment or the original purchase price of the equipment, whichever is less, up to the maximum amount as indicated in the table below. The fair market value of the equipment shall be determined, in its sole discretion, that it is impractical to ship the damaged equipment to MEMORY EXPERTS, MEMORY EXPERTS may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, if any, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged equipment must remain available for inspection until the claim is finalized.

MXPOWER PRODUCT TYPE	CONNECTED EQUIPMENT PROTECTION LIMITED WARRANTY
Compact 120V - 15A	USD\$ 15,000
120V - 15A / 20A	USD\$ 25,000
208V / 240V - 15A, 20A, 30A	USD\$ 50,000

This coverage is secondary to any existing manufacturer's warranty, implied or expressed, or any insurance and/or service contract that may cover the loss.

### LIMITATIONS

All above warranties are null and void if:

- (1) The Device in use during the Occurrence is not provided to MEMORY EXPERTS for inspection upon MEMORY EXPERTS' request at the sole expense of the purchaser, or
- (2) MEMORY EXPERTS determines that the Device has not been properly installed, has been altered in any way or has been tampered with, or
- (3) MEMORY EXPERTS determines that the damage to the Device or the connected equipment did not result from an Occurrence or that no Occurrence in fact took place, or
- (4) MEMORY EXPERTS determines that the connected equipment was not used under normal operating conditions or in accordance with the equipment or Devices' labels or instructions.

All Devices must be plugged directly into the power source and must not be "daisy-chained" together in serial fashion with other power strips or other Devices or extension cords. A three-to two-prong adapter may not be used. Any such installation voids the Warranty. This Warranty protects against damage to properly connected equipment where MEMORY EXPERTS has determined that the damage resulted from an Occurrence, and does not protect against acts of God (other than lightning) such as flood, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, or system equipment modification or alteration.

Memory Experts International Inc.

#### Head Office //

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#### International Offices //

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[www.memoryexpertsinc.com](http://www.memoryexpertsinc.com)

**WARRANTY TRANSFER**

You may not transfer this Warranty. This Warranty terminates if you sell or otherwise transfer a warranted Device to another party.

**WARRANTY SERVICE NOTIFICATION**

- (1) Contact MEMORY EXPERTS customer service by phone or email to place a claim request.
- (2) Complete Return Merchandise Authorization ("RMA") form and submit to Memory Experts.
  - a. Submit form to [warranty@memoryexpertsinc.com](mailto:warranty@memoryexpertsinc.com).
  - b. Please include any pictures or claim information if applicable.
- (3) Upon receipt of completed form, MEMORY EXPERTS will issue you an RMA number within 48hrs.
- (4) Upon receipt of defective Device, MEMORY EXPERTS will inspect the Device to determine the cause of failure.
  - a. Removing the cover or tampering with the Device will void the warranty immediately.
  - b. After inspection, if the Device is free of any sign of Occurrence and working within design specification, the Device will be returned to you with a test report and explanation of the claim rejection.
  - c.
- (5) For questions regarding RMA, contact MEMORY EXPERTS customer service at 514 333 5010 or 888 422 6726.
- (6) All Device Warranty and Connected Equipment Protection claims must be made within 20 days of the incident.
- (7) This Warranty is valid in USA and Canada.

**DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to MEMORY EXPERTS' Connected Equipment Protection Limited Warranty, or the alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. You may file for arbitration at any AAA location in the United States upon the payment of the applicable filing fee. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and MEMORY EXPERTS. The arbitration shall be held in any mutually agreed upon location in person, by telephone, or online. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The jurisdiction of the arbitrator shall be limited to determining if the Warranty is applicable and what is the fair market value of the connected equipment. The arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages, or attorney's fees. The parties will share the costs of arbitration (including the arbitrator's fees, if any) in the proportion that the final award bears to the amount of the initial claim.

**GENERAL**

If you have any questions regarding the limited device lifetime warranty or the connected equipment protection limited warranty, please contact the MEMORY EXPERTS Customer Service Department at 514 333 5010 or 1 888 422 6726. This warranty supersedes all previous warranties. This is the only warranty provided with the Device and any other implied or expressed warranties are non-existent. This warranty may not be modified except in writing, signed by an officer of Memory Experts International Inc.

NO OTHER WARRANTY OF ANY KIND IS MADE UNLESS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY, AND INCAPABLE OF EXCLUSION UNDER, APPLICABLE LAW AND SUCH IMPLIED WARRANTIES, IF ANY, ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY. IN NO EVENT SHALL MEMORY EXPERTS BE LIABLE FOR INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR MULTIPLE DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS ARISING OUT OF THE PURCHASE OR USE OF ANY MEMORY EXPERTS DEVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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