

BITS Limited Warranty

Effective July 1, 2015

BITS Smart Strip, LLC, dba BITS Limited (BITS) provides the following product warranty for the Smart Strip® and other BITS Surge Protectors.

The Smart Strip has an unconditional 30-day money back guarantee. If you purchase a Smart Strip and are not satisfied with it, for any reason within 30-days after the purchase date, simply contact *the company it was purchased from* and request a refund. You will be refunded 100% of the purchase cost. Costs associated with freight and shipping to and from the Purchaser will not be reimbursed. If you purchased the unit directly through BITS then you only need to send us the unit at your expense with a note stating you would like a refund. *Return shipping costs, if applicable, are not refunded.* If you are unsure if you purchased the unit directly through us please contact us and we will help you determine if the unit was purchased directly from BITS. Units purchased directly from BITS are not subject to a restocking fee within the first 30-days after purchase. After 30-days BITS will still accept returns for refunds but will deduct a 25% restocking fee from the refund. No refund will be issued if the unit is returned after 60-days of the purchase date.

If you are beyond the 30-day period after purchase, then BITS Limited will provide support, product repairs, and/or replacements at our option. If you did not purchase your unit directly through BITS, no refund can be issued as BITS was not the seller of the unit. We will however attempt, within reason, to provide a working unit or resolve your issue to the best of our ability.

WARRANTY

BITS Limited offers a 2-year warranty against manufacturer parts and defects. If your unit is found to be defective for those reasons and within the warranty period we will provide product repairs and replacements. If you are outside of the 2-year warranty period, BITS may still provide support and, at our sole discretion, repairs or replacements.

Each Smart Strip and Surge Protector has a \$30,000 connected equipment warranty. In the event that you suspect surge related damage to your connected devices, follow these steps: after we confirm the damage was surge related, we will cover up to a maximum of \$30,000 in equipment damage. Contact us to set up a surge evaluation if needed.

The lifespan of the Smart Strip (or any commercially available surge protector) is approximately 5 years depending on individual factors such as usage, location, and other variables. Always verify that the PROTECTED light on the top of the surge protector is illuminated indicating that the circuit is working properly. If the light is not illuminated, this means that the surge circuit is depleted and the unit has reached the

end of its useful life and must be replaced in order to provide continued protection to connected equipment. Use of a Smart Strip, or any surge protector, without a functioning and illuminated Protection Light puts connected equipment at risk and is outside of the scope of any warranty coverage. BITS shall not be responsible for any surge related damage to connected equipment if the Smart Strip is used after the PROTECTED light has failed to illuminate.

CLAIMS:

To file a claim for damaged connected equipment, you must take the following steps and be prepared to provide the following information:

- a. The part number of the BITS Surge Protector.
- b. The specific equipment and model number of the equipment that was connected to the BITS Surge Protector at the time of the Occurrence.
- c. The connected equipment that was damaged during the Occurrence and the extent of the damage.
- d. The date of the Occurrence.
- e. Where you purchased the BITS Surge Protector.
- f. When you purchased the BITS Surge Protector.
- g. Copy of the original purchase receipt.
- h. Phone number and e-mail address that can be used to contact you.

BITS will then instruct you on how, and where, to forward your equipment, receipt, and the BITS Surge Protector in use during the Occurrence, and how to proceed with your claim.

Please make sure that you register your BITS Surge Protector online on our website at <http://www.bitsltd.net>

This warranty is valid only for the original purchaser of the product. All claims must be filed within 15 days of the Occurrence or the warranty is null and void. Warranty is valid in USA and Canada only. Not valid, offered or available in any other country or territory, e.g., not valid in Mexico, Central America, South America, or the Caribbean countries.

BITS will spend, to repair or replace connected equipment found to be damaged as a result of the BITS Surge Protector's failure, at BITS' option, an amount equal to either the fair market value of the damaged equipment or the original purchase price of the equipment, whichever is less, up to the maximum amount of \$30,000 and as set forth in the product packaging.

BITS reserves the right to review the damaged BITS Surge Protector, any and all claimed damaged equipment or device(s), and the site where the damage occurred. All costs of shipping the BITS Surge Protector and the damaged equipment or device to BITS for inspection shall be borne solely by the purchaser. BITS reserves the right to negotiate the cost of repairs. If BITS determines, in its sole discretion, that it is

impractical to ship the damaged equipment to BITS, then BITS 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. Whenever claims are settled, BITS reserves the right to be subrogated under any existing insurance policies the claimant may have.

EXCLUSIONS AND LIMITATIONS:

All above warranties contained herein are null and void if:

- a. The BITS Surge Protector in use during the Occurrence is not provided to BITS for inspection upon BITS' request at the sole expense of the purchaser,
- b. BITS determines that the BITS Surge Protector has been opened, improperly installed, altered in any way or tampered with,
- c. BITS determines that the damage did not result from the Occurrence or that, in fact, no Occurrence took place,
- d. the repair or replacement of the damaged equipment is covered under a manufacturer's warranty or seller's extended warranty,
- e. BITS determines that the connected equipment was not used under normal operating conditions or in accordance with any manufacturer's instructions for the connected devices.

All BITS Surge Protectors must be plugged directly into a properly wired AC power and must not be "daisy-chained" together in serial fashion with other power strips, Uninterruptable Power Supplies (UPS), surge protectors, three-to-two-prong adapters, or extension cords. Any such installation as indicated above voids this warranty. The BITS Connected Equipment Warranty only protects against damage to properly connected equipment where BITS has determined, in its sole discretion, that the damage resulted from an Occurrence, and does not protect against acts of God including, but not limited to, lightning strikes, flood, or earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low-voltage disturbances (i.e. brownouts or sags), non-authorized program or system equipment modification or alteration. Do not use this product in any way with a generator, heater, sump pump, water-related device or aquarium, life support device, medical device, motorcycle, marine vessel, commercial truck, aviation aircraft, or golf-cart battery charger. BITS Surge Protectors are to be used indoors only and in dry areas only. All warranties contained herein are null and void if used in any manner with any of the aforementioned devices.

This is the sole warranty of BITS in respect to connected equipment, lost data or other damages; there are no other warranties, express or implied, except as required by law. Implied warranties required by law include the implied warranty of condition of quality, merchantability and fitness for a particular purpose, and such implied warranties, if any,

are limited in duration to the term of this warranty. In no event shall BITS be liable for incidental, special, direct, indirect, and consequential or multiple damages such as, but not limited to, lost data, and/or lost business or profits arising out of the sale or use of any BITS Surge Protector, 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. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.