DEMCO ENERGY SERVICES (DES)

Meter-Based Surge Protector

Warranty & Claims Information

What is a Meter-Based Surge Protector?

DEMCO Energy Services (DES) offers a meter-based surge protector covered by a limited product warranty, which is not an insurance policy. The external surge protection devices are designed to be the first line of defense from power surges at the meter. The meter-based surge protector is not a "force-field" and cannot stop the loss of household assets in the event of a direct or nearby lightning strike. The system is designed to protect your home from external power surges that attempt to enter through the electric meter. We recommend that you continue to use internal surge protectors to protect from internal power surges and lightning strikes (either direct or nearby) that can enter the home via routes that bypass the surge protector, such as alarm system wiring, plumbing, and satellite connections, etc. Call DEMCO Energy Services at 1-844-MY-DEMCO. We are ready to help you understand how the program works and what is covered.

Installation and Maintenance

A surge protector will be installed at your meter. The monthly service fee for the equipment is \$7.95 (plus tax) per month. The meter-based surge protector shall remain the property of DEMCO Energy Services. The Member, by participation in the program, grants DES the right to inspect and maintain the devices as needed. DES shall be granted access to remove the surge protector and related equipment at any time after the Agreement is terminated by either party. Neither the Member, nor any person acting on the Member's behalf, shall repair, remove or otherwise tamper with the surge protector. A sticker is placed on each device with an important notice to prevent removal or tampering. The residence shall, at all times, be grounded in accordance with the National Electric Code. All connections must remain intact for the meter device to properly function.

Determination of Failure

The meter-based surge protector must give indication of damage for a claim to be considered. A visual inspection is conducted by a DES technician; however, final determination of device damage is determined by the manufacturer, Tesco. To report your potential claim, contact DEMCO Energy Services at 1-844-My-DEMCO.

Notification

The Member shall notify DEMCO Energy Services in the event of a problem or failure with the surge protectors within seven (7) days of the event or surge protector's failure. A DES technician will inspect the devices and determine if the devices are fully functional. If a problem occurs with the device, the device will be sent to the manufacturer for testing to determine if a failure has occurred and if a claim can be initiated. If a failure has occurred, the member will receive a Damage Claim Listing form, which must be completed and returned (with member's signature) by email or mail: DEMCO Energy Services, P.O. Box 15659, Baton Rouge, LA 70895.

Claims Process

All items to be considered for claim payment must be submitted within thirty (30) days of the service call. Repair estimates may be required for any items submitted for claim determination. Repair estimates must be completed by a qualified appliance dealer or a licensed repair shop. Federal tax identification or license numbers may be required. Damaged items must remain available for inspection until the claim is finalized. Your lease of the meter-based surge

protector is optional and may be canceled by the Member or DEMCO Energy Services at any time. The member may cancel by calling DEMCO Energy Services at 1-844-MY-DEMCO.

Claim Payments

Upon determination that you are eligible for claim reimbursement, you will be given either the fair market value of the damaged equipment at the time of the event, reimbursed for covered repairs, or paid the cost of estimated repairs. Once the claim payment has been finalized and paid, no additional items may be added. The foregoing shall be at the discretion of DEMCO Energy Services or the manufacturer, TESCO, as applicable to the claim.

Covered Items

The following items are eligible for reimbursement in the event of a failure of the surge protector or related equipment as determined by the DEMCO Energy Services technician and manufacturer:

Electronics	Appliances*
Televisions	Stereo/CD Players
DVD or Blu-Ray Players	AM/FM Radios
A/V Receivers	Gaming Systems
Streaming Devices	
Computers	Washers
Laptops	Dryers
Tablets	Refrigerators
Printers	Stoves
Cordless Phones	Dishwashers
Modems	
Routers	Blenders
Stereo/CD Players	Coffee Makers
AM/FM Radios	Toasters
Gaming Systems	Indoor Grills

^{*}A full list of items covered can be provided upon request.*

Excluded Items

DEMCO Energy Services does not cover damage caused to HVAC systems, generators and transfer switches, light fixtures, ceiling fans, exercise equipment, furniture with electrical components (such as hot tubs or motorized beds), alarm system wiring, contacts and keypads, electrical outlets or internal wiring. Items that are in a secondary location (such as a shed or shop) outside of the main structure where the surge protectors are installed are not covered.

Limitation of Liability

DEMCO Energy Services is not responsible for consequential, incidental, indirect or special damages, including without limitation, loss of business, profits or information, or other economic loss due to the failure of the meter-based surge protector or related equipment. The sole liability of DEMCO Energy Services and the Member's sole remedy for failure of the surge protector or related equipment shall be limited to \$5,000.00 for any one (1) damaged item or appliance and up to \$50,000.00 total for any occurrence as indicated in the manufacturer warranty.* The DEMCO Energy Services guarantee under this Agreement shall be effective only if the Member's DEMCO account remains in good standing, with no disconnect notice or Non-pay cut-off occurring at the time the surge event occurs. If DEMCO service is terminated and the surge protector or related equipment is left at the premises, DEMCO Energy Services disclaims all liability related to the surge protector's failure after the termination of services. *See warranty for full warranty details

Power Surge Education

What is Transient Voltage (Power Surge)?

Electrical transients (power surges) are momentary bursts of energy induced upon power, data, or communication lines. They are characterized by extremely high voltages that drive tremendous amounts of current into an electrical circuit for a few millionths, up to a few thousandths, of a second.

How does a power surge occur?

Power surges can happen in many ways: when there's an interruption in the flow of electricity, when an increased delivery of power is interrupted and when electricity is sent flowing back into the system, when lightning strikes the utility lines, or when a sudden increase of voltage is sent through a power system from internal or external events.

What happens during a power surge?

A power surge is a sudden increase of voltage that significantly exceeds the standard 120-volt flow of electricity that normally enters your home or building. As it shoots through the lines, it can cause tremendous damage to electronics and appliances.

Why do my house lights flicker when appliances run?

There are several factors that can trigger power flickers: lightning, damaged electrical equipment, and objects contacting power lines, including tree branches, and vegetation – even animals. The lights may be flickering when these items are running because there is an issue with the house's wiring. This may be the result of a loose wire connection, but you could also have wiring issues, which means your home's wiring can't accommodate the amount of power being generated. This is often found in older homes. Since it can be difficult to tell your wiring's condition without getting behind your drywall, we have detailed a few signs that can indicate the situation. Outlets that have visible burns marks or burning smell, vibration or buzzing sound coming from outlets or even circuit breakers tripping frequently.

Is a power surge the same as a power outage?

Power outages are a loss of power caused most often by a problem with your power supply or infrastructure (damaged power line, etc.). Power surges are an increase in voltage which last microseconds to nanoseconds, while true electrical surges can last hundredths of a second or more.

How do I prevent power surges?

Install whole-home surge protection. Unplug electronics during a storm. Use individual plug strip surge protectors. Inspect your wiring. Faulty or substandard wiring can make power surge problems worse. Make sure that you have a high-efficiency AC unit(s). Although power surges are not 100% preventable (i.e. when lightning strikes direct, or in close proximity to the home) we can reduce and, in some cases, eliminate their effect on electronics and motor driven appliances.

2025 TESCO LIMITED PRODUCT WARRANTY FOR SURGE PROTECTION CUSTOMERS

2051 N. Main Street, Suite 219 Coeur d'Alene, ID 83814

TESCO HEREIN PROVIDES A LIMITED PRODUCT WARRANTY ONLY. THIS IS NOT AN INSURANCE POLICY.

- 1. <u>Limited Warranty and Warranty Period</u>. TESCO warrants that each TESCO Surge Protector, when installed according to TESCO installation instructions/specifications and used for the purposes intended by TESCO, will be free from defect in its materials and workmanship. This Limited Warranty will be in effect for ten (10) years from the original factory ship date of the surge protector or the first date the surge protector is first installed for <u>any residential</u> customer within one year from original factory ship date and the customer is also the person responsible for payment of the service. The First Installation Date of each System should be documented, but if not available it will be determined by TESCO in its reasonable discretion.
- 2. <u>Covered Warranty Claims</u>. If a surge passes through a TESCO Surge Protector and fails (by failure indicator), TESCO will repair damage to or replace, in TESCO's sole and reasonable discretion, the following (except as stated in Paragraph 3 and 4 below):
 - The Surge Protector,

Ten Year Product Replacement

TESCO will, at its option, repair or replace any Power Filter/Surge Protection Device that is damaged by an electrical surge (including those caused by lightning).

• Electronic office equipment and electro-mechanical appliances that are connected to the surge protector,

Ten Year Connected Equipment

- 1. \$50,000: TES 240MSA, TES 240R, TES 42SE, TES 46SE-1 (Up to \$5,000 per item, but not to exceed an aggregate \$50,000 per failure.)
- Electronic office equipment such as computers, fax machines, modems, copiers, printers, scanners, etc., that are used in a home or office are covered under this warranty.
- 3. <u>Warranty Claim Exclusions</u>: TESCO is <u>not</u> responsible for any damage to the Surge Protector or any downline, in-home electronic equipment or mechanical appliances, if in TESCO's sole and reasonable discretion, the damage has been caused by any of the following:

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- Power surges subverting the Protector and entering the building to which the Protector is affixed by other means of transmission; Installation of the Surge Protector contrary to TESCO installation instructions
- Misuse or abuse of the Protector; Alteration of the Protector or to the electrical, telephone, or cable system to which it is installed
- Sustained over-voltages passing through the Protector (a "sustained over voltage" is any transmission greater than nominal voltage, including but not limited to that occurring when a high-voltage line comes in contact with a low-voltage line or neutral, a telephone line, and CATV line).
- Damage caused by a damaged or lost system "neutral"; downed power lines by any means.
- Damage caused by direct or near hit lightning strikes to the protected property that <u>bypass</u> the surge protection device; brownouts, under-voltage, blinks, abnormal voltage regulation, power outage and "acts of God"/ natural disasters, i.e., earthquakes, tornados, straight-line winds (i.e.-Derechos), hurricanes, and tropical storms; except lightning in the limited circumstances described.
- Any event for which a "state of emergency" is announced by any governmental authority concerning the Customer's geographic region or jurisdiction.
- 4. <u>Excluded Warranty Claim Items</u>. This Limited Warranty does <u>not</u> cover any damage to or from any of the following:
 - Real property and fixtures.
 - Equipment or appliances in or associated with detached buildings or garages, water or sewer systems, irrigation systems, swimming pool equipment and spas including hot tubs/Jacuzzi's.
 - Personal property, which in TESCO's reasonable discretion does not constitute ordinary in-home electronic equipment or mechanical appliances.
 - In-home electronic equipment or mechanical appliances which in TESCO's reasonable discretion deems to be used primarily for commercial purposes or extraordinary home office/business purposes.
 - Medical, health-care, and life-support equipment.
 - Products, materials, data, or information used or stored on or in in-home electronic equipment or mechanical appliances.
 - Detached buildings, garages, rental property and/or vacation property

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- 5. Remedy for Breach of Limited Warranty. Customer's sole and exclusive remedy for this Limited Warranty will be to require TESCO to repair or replace the Protector, and if applicable to repair damage to downline, in-home electronic equipment and mechanical appliances, or replace with like kind, quality, and features. However, TESCO SHALL HAVE NO LIABILITY PURSUANT TO THIS LIMITED WARRANTY AND NO OBLIGATION TO REPAIR OR REPLACE ANY SYSTEM OR ANY EQUIPMENT OR APPLIANCE UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED:
 - Upon installation of the System, Customer receives a complete copy of this warranty from the Utility.
 - Not more than fourteen (14) days after Customer's discovery or suspicion of a failed/damaged surge protector Customer delivers to Utility or TESCO at the above address (by US mail, parcel service, phone call to the utility customer service or facsimile transmission) notice of such failure and any alleged damage covered by this Limited Warranty.
 - The Surge Protector was not altered and was at all times handled, installed, maintained, and used by Customer and/or Utility in accordance with this Limited Warranty, all written instructions, specifications, and warnings furnished by TESCO.
 - The customer may be required to deliver to Utility or TESCO a true, accurate, and reasonable written estimate by a qualified professional of the value and cost of repair (and description of the damage) for any downline, in-home electronic equipment or mechanical appliances allegedly damaged at the same time the TESCO surge protector failed. TESCO will determine in its reasonable discretion that there has been a failure of a TESCO Surge Protector resulting in a valid warranty claim. In the event that TESCO is liable for a warranty claim, the decision between whether to repair or to replace the Surge Protector and any covered downline, in-home electronic equipment and mechanical appliances shall be made by TESCO in its sole discretion.
- 6. Fraudulent Warranty Claims and Waiver of Right to Future Warranty Claims. CUSTOMER UNDERSTANDS AND AGREES THAT IF CUSTOMER SUBMITS A FRAUDULENT WARRANTY CLAIM ON THIS LIMITED WARRANTY, CUSTOMER HEREBY WAIVES ITS RIGHT TO ALL FURTHER WARRANTY CLAIMS (FRAUDULENT AND NON-FRAUDULENT) OR REMEDIES FOR THE BREACH OF THIS LIMITED WARRANTY OR ANY OTHER IMPLIED WARRANTIES WHICH OTHERWISE MAY EXIST.

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WARRANTY DISCLAIMERS

- 1. TESCO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED HERE.
- 2. NO AGENT OR REPRESENTATIVE OF TESCO, NOR OF ANY RETAILER, LESSOR, OR INSTALLER OF THE SYSTEM, HAS ANY EXPRESS OR IMPLIED AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE, GUARANTEE, OR WARRANTY NOT STATED HERE.
- 3. THIS LIMITED WARRANTY SETS FORTH ALL OBLIGATIONS OF TESCO IN THE EVENT DEFECTS APPEAR IN THE SYSTEM AND A SURGE PASSES THROUGH A FAILED SURGE PROTECTOR OR SURGE ARRESTER. THE REMEDIES STATED HERE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGE, LOSS, OR WARRANTY CLAIM UNLESS A HOME OWNERS INSURANCE POLICY CLAIM IS FILED IN LIEU OF THE TESCO WARRANTY.
- 4. TESCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR ANY ECONOMIC LOSS.
- 5. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

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2025 List of Covered Items

Anything **not** listed here is not covered under the warranty

Appliances

Trash Compactors

Trash Compactors

Electric Vehicle Chargers

Level 1 and level 2 residential EV

Chargers

Cooking

Cooktops **Drop-In Ranges**

Freestanding Ranges

Range Hoods

Slide-in Ranges Wall Ovens

Dishwashers

Built-In Dishwashers

Portable Dishwashers

Fans

Floor Fans Stand Fans

Table Fans

Window Fans

Floor Care

Canister Vacuums Hand-Held Vacuums

Upright Vacuums

Freezer

Chest Freezers **Upright Freezers**

Heaters

Outdoor Heaters Portable Electric Heaters

Dehumidifiers

Console Humidifiers Table Top Humidifiers

Laundry Care

Dryers Washers

Energy Efficient

Microwaves

Built-in Microwaves Countertop Microwaves

Micro-Hood Combinations

Refrigeration

Bottom Freezer Refrigerators

Compact Refrigerators Freezerless Refrigerators

Ice Makers

Side-by-Side Refrigerators

Top Freezer Refrigerators

Room Air Conditioners

Portable Room Air Conditioners

Water Heaters

Electric Water Heaters

LP Gas Water Heaters Natural Gas Water Heaters

(WARRANTY DOES NOT COVER

TANKLESS/ON DEMAND

WATER HEATERS)

Electronics

Cameras & Camcorders

Digital Video Recorder Camcorders

Digital Cameras Point & Shoot Cameras

SLR Cameras

(no security cameras)

WARRANTY DOES NOT COVER HOME THEATER SYSTEMS

WARRANTY DOES NOT COVER ELECTRIC DRONES or ELECTRIC DRONE CHARGERS

WARRANTY DOES NOT COVER SOLAR PANELS OR SOLAR PANEL INVERTERS

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Anything **not** listed here is not covered under the warranty

Electronics (Continued)

Office & Communication

Answering Machines Corded Phones Two Way Radios Cordless Phones

TV's

Combination TV/VCR/DVD Plasma & LCD TV's Regular TV's

Housewares

<u>Cutlery</u>

Knife Sharpeners

<u>Grills</u>

Countertop Indoor Grills Rotisserie

Garage Door Openers

Accessories

Chargers
Drives & Storage Devices
Headphones
Microphones

Personal Appliances

Beauty & Grooming
Heating Pads
Fountains
Massagers
Paraffin Spa
Fountains
Ironing Products

Computers & Office

Computers

Desktop Computers Digital Cameras Digital Printers Drives

<u>Tools</u>

Bench Power Tools

Band Saws Bench Grinders Miter, Radial Arm Saws Blowers Dadoes

Compressors & Air Tools

Carpentry Air Tools
Carpentry Compressors
Compact Compressors

Electrical Shop

Battery Charges Battery Boosters Electric Lanterns Flashlights

Power Tool Accessories

Cordless Chargers Cordless Flashlights Cordless Tools

Portable Power Tools

Small Kitchen Appliances

Blenders & Food Processors

Coffee, Tea & Espresso Makers

Bread Makers

Can Openers

Food Slicers

Juicers

Angle Grinders
Buffers & Polishers
Circular Saws, Corded
Circular Saws, Cordless
Cordless Combo Kits
Drills, Corded

Wet-Dry Vacs

Hand Held Vacuums Wet-Dry Vacuums

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Customer Warranty Information

Date of Incident:			
DEMCO Acct #:			
refrigerators, ovens along with a copy of	s in your home that were dam, stoves, washer or dryer, we of any repair estimates and/or vices@DEMCO.org or mail e, LA 70895.	require a repair estimate. Place receipts to	ease return this form
Damaged Item	Model/Serial #	Equipment Age	Repair Estimate
submitted after 30	reported within 30 days of to days will be voided and not do by the manufacturer, Tesco	t accepted. Final determina	
Signature & Date:			