#### **Rated Capabilities Limitation**

Surge Suppressors are designed to eliminate disrupting and damaging effects of momentary (less than 1ms) voltage spikes or impulses from other power transients. If it can be shown that a voltage spike lasting longer than 1ms has occurred, the occurrence will be deemed outside the rated capabilities of the Surge Suppressor and the Limited Lifetime Warranty and Connected Equipment Guarantee are void.

#### **Exclusion of Consequential and Other Damages**

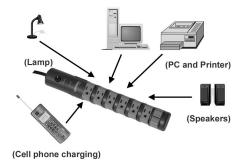
The sole and exclusive remedies of the Initial Customer are those provided by the Limited Lifetime Warranty and Connected Equipment Guarantee. This exclusion of other expressed warranties applies to written and oral expressed warranties. Para Systems, Inc. excludes any liability for personal injury under the Limited Lifetime Warranty and Connected Equipment Guarantee. Para Systems, Inc. excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property (EXCEPT FOR AND ONLY FOR the specific limited agreement of Para Systems, Inc. to provide certain warranty benefits regarding Connected Equipment under the Para Systems, Inc. Connected Equipment Guarantee), loss of profits, business interruption, loss of information or data. This exclusion applies even though damage or loss is caused by negligence or other fault. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## DO NOT USE WITH MEDICAL OR LIFE SUPPORT EQUIPMENT OR OTHER HIGH RISK ACTIVITIES OR WITH AQUARIUMS

Para Systems, Inc. does not sell the Surge Suppressor for use in high-risk activities or with aquariums. The Surge Suppressor is not designed or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications, or for use in any circumstance in which the failure of the Surge Suppressor could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). Para Systems, Inc. expressly disclaims any express or implied warranty of fitness for High Risk Activities or with aquariums. Para Systems, Inc. does not authorize use of any Surge Suppressor in any High Risk Activities or with Aquariums. ANY SUCH USE IS IMPROPER AND IS A MIS-USE OF A PARA SYSTEMS, INC. SURGE SUPPRESSOR.

The Limited Lifetime Warranty and Connected Equipment Guarantee is governed by the laws of the United States and the State of Texas. Both warranties are without reference to conflict of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Contact Information: Para Systems, Inc., 1455 LeMay Dr., Carrollton, TX 75007, 972,446.7363. Para Systems, Inc. is the warrantor under this Limited Lifetime Warranty. You may also visit Para Systems, Inc. on the Internet at www.minutemanups.com.



Insert the plug of the MMS780R into an electrical outlet. Next, connect the intended devices into the MMS780R. Check to see that the Red "Protected" LED is activated. If so, the MMS780R is actively protecting your equipment. If off, then the MMS780R has an internal fault or has absorbed a large-enough spike to damage itself. If the Green "Grounded" LED is not activated, please verify the circuit is properly grounded.

DO NOT USE WITH ANY MEDICAL OR LIFE SUPPORT EQUIPMENT

## **WARNING:**



DO NOT USE WITH ANY AQUARIUM EQUIPMENT



### Para Systems, Inc.

1455 LeMay Dr. Carrollton, TX 75007 Phone: (972) 446-7363 Fax: (972) 446-9011 www.minutemanups.com MINUTE MAN®

Power Technologies

From Para Systems, Inc.

# Limited Lifetime Warranty



Model: MMS780R 8 Outlet Surge Suppressor With EMI/RFI Protection Home / Office / PC



# LIMITED LIFETIME WARRANTY AND CONNECTED EQUIPMENT GUARANTEE

By purchasing a Minuteman<sup>®</sup> Model MMS780R in the United States or Canada, the original end-user consumer purchaser (referred to as the "Initial Customer") receives a Limited Lifetime Warranty and a Connected Equipment Guarantee.

Limited Lifetime Warranty: The Initial Customer receives the Limited Lifetime Warranty explained below (referred to as the "Limited Lifetime Warranty") for the MINUTEMAN Model MMS780R (referred to as the "Surge Suppressor").

Connected Equipment Guarantee: Para Systems, Inc. provides the Initial Customer with limited additional protection in the event that the Surge Suppressor is defective in materials or workmanship and certain equipment plugged into the Surge Suppressor is damaged.

This Limited Lifetime Warranty and Connected Equipment Guarantee gives you specific rights, and you may have other rights, which vary from State to State or Province to Province

If you are the Initial Customer, you are asked to read the following terms and conditions carefully before using the Surge Suppressor. By using the Surge Suppressor you consent to be bound by and become a party to the terms and conditions of the Limited Lifetime Warranty and Connected Equipment Guarantee provided in this document. If you do not agree to the terms and conditions of the Limited Lifetime Warranty and Connected Equipment Guarantee, you should return the Surge Suppressor for a full refund prior to using it.

#### LIMITED LIFETIME WARRANTY

Para Systems, Inc. warrants to you, the Initial Customer, that the Surge Suppressor will be free from defects in material and workmanship for its lifetime, subject to the terms of this Limited Lifetime Warranty. This Limited Lifetime Warranty gives you specific rights, and you may have other rights, which vary from State to State or Province to Province.

This provision shall NOT create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Surge Suppressor. The Limited Lifetime Warranty does not cover or apply to: mis-use, modification, operation or storage outside environmental limits of the Surge Suppressor, a Surge Suppressor in transit, in shipment, or in storage, improper operation or maintenance, or use with items not designed or intended for use with the Surge Suppressor. You must contact Para Systems, Inc. within fifteen (15) days of the failure of the Surge Suppressor in order to make a warranty claim.

#### **Exclusive Remedies Under Limited Lifetime Warranty**

Your exclusive remedy and Para Systems, Inc.'s sole obligations are as follows for the Surge Suppressor:

If (a) the Surge Suppressor you purchased and still own is defective in material or workmanship under this Limited Lifetime Warranty or any applicable warranty imposed by law, and (b) all Limited Lifetime Warranty requirements have been met, Para Systems, Inc. will repair or replace the Surge Suppressor if it proves to be defective in material or workmanship.

#### Making a Limited Lifetime Warranty Claim

To make a Limited Lifetime Warranty claim, you must do the following:

- Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer (the original end-user consumer purchaser) of the Surge Suppressor.
- 2. Call Para Systems, Inc. at 972.446.7363, or write to Para Systems, Inc. at: 1455 LeMay Drive, Carrollton, TX 75007, within FIFTEEN (15) days of the failure of the Surge Suppressor.
- 3. When you contact Para Systems, Inc., identify the Surge Suppressor by model number, provide the purchase date, and request Return Materials Authorization (RMA) information from Para Systems, Inc.
- 4. Pack and ship the Surge Suppressor to Para Systems, Inc. as instructed in your RMA. Show the RMA number on the shipping label or include it with the Surge Suppressor. You MUST prepay all shipping costs and you are responsible for packaging and shipment.

Para Systems, Inc. will inspect and examine the Surge Suppressor. If the Surge Suppressor is defective in material or workmanship, Para Systems, Inc. will repair or replace the Surge Suppressor and return it to you at Para Systems, Inc.'s expense, or, if Para Systems, Inc. is unable to or decides not to repair or replace the Surge Suppressor (if defective) within a reasonable time, Para Systems, Inc. will refund to you the full purchase price you paid for the Surge Suppressor (purchase receipt showing price paid is required).

#### CONNECTED EQUIPMENT GUARANTEE

The Initial Customer is protected for the life of the Surge Suppressor against certain losses due to the Surge Suppressor's defective material or workmanship that is directly and properly connected to electronic equipment (referred to as the "Connected Equipment"), subject to certain terms and conditions provided below.

The Connected Equipment Guarantee is not "first dollar" coverage. Para Systems, Inc.'s obligation is reduced by any amounts that the Initial Customer is entitled to recover from other sources regarding the Connected Equipment, including insurance, other warranty, or extended warranty coverage, whether or not the Initial Customer makes a claim for recovery, including but not limited to a claim under any applicable insurance, other warranty, or extended warranty.

To be covered under the Connected Equipment Guarantee: (a) you must notify Para Systems, Inc. within fifteen (15) days of the event for which you intend to make the Connected Equipment claim; (b) the Surge Suppressor must have been defective in material or workmanship and such defect must have directly and proximately caused the damage;(c) the Connected Equipment must have been damaged by a transient, spike, or surge (a "Power Disturbance") on an AC Power Line on properly installed, grounded, and code-compliant 120 volt power lines in the United States and Canada, or by a Power Disturbance on standard telephone land lines or PBX telephone equipment lines that are properly installed and connected; and (d) is directly plugged into and properly connected to the Surge Suppressor in its original condition which is properly operated when a Power Disturbance passes through the Surge Suppressor and (i) exhausts the protection capacity of the Surge Suppressor or (ii) damages the Surge Suppressor.

Further, the Connected Equipment Guarantee does not apply if the Surge Suppressor has been operated in a failure mode or not in compliance with Para Systems, Inc. product's intended use, or if the Connected Equipment has not been operated in compliance with the instructions and manuals of its manufacturer/vendor.

Para Systems, Inc.'s total liability under this Connected Equipment Guarantee is limited to the Agreed Damage Amount of the Connected Equipment, defined as any physical material attached through a physical connection to the Surge Suppressor. Replacement labor, data or service is not included.

#### Making a Connected Equipment Guarantee Claim

To make a claim for damage to Connected Equipment under the Connected Equipment Guarantee, you must do the following:

1. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer of the Surge Suppressor. 2. Call Para Systems, Inc. at 972-446.7363, or write to Para Systems, Inc. at: 1455 LeMay Drive, Carrollton, TX 75007, within fifteen (15) days of the date of the event for which you wish to make a Connected Equipment claim. 3. When you contact Para Systems, Inc., identify the Surge Suppressor (by model number) and the item(s) of Connected Equipment (by manufacturer and model). Have information on all applicable insurance or other resources of recovery/payment that are available to the Initial Customer and the name of the power utility supplier for the location of the Connected Equipment. Para Systems, Inc. will then send you additional instructions and the appropriate claim forms.

#### Para Systems, Inc.'s Duties

Para Systems, Inc. will inspect and examine the Surge Suppressor and the item(s) of Connected Equipment (or at Para Systems, Inc.'s election, your written statement and repair cost estimate for those item(s). You must return the Surge Suppressor for inspection. If applicable, if the Para Systems, Inc. product shows evidence of damage from AC power line or telephone land line transients, Para Systems, Inc. will request that all connected equipment for which a Connected Equipment Guarantee claim has been submitted, be sent for evaluation to either Para Systems, Inc. or an authorized service center.

If the damage to Connected Equipment is covered by the Connected Equipment Guarantee, Para Systems, Inc.'s sole obligation and the Initial Customer's exclusive remedy is: repair (or pay the cost of repair) or replacement of the Connected Equipment by Para Systems, Inc.; or at the option of Para Systems, Inc., as permitted by law, payment by Para Systems, Inc. to the Initial Customer the "Agreed Damage Amount" for the Connected Equipment. The "Agreed Damage Amount" for all items of the Initial Customer's Connected Equipment shall be the lesser of the amount determined under Clause (1) or (2) below, reduced by any amounts described in Clause (3) below:

- 1. The fair market value of the Connected Equipment as established by the lower of (a) the average price the same or similar items are being sold for on eBay, (b) the price list of Orion Blue Book (or if such price list is no longer published, a published or announced price list reasonably selected by Para Systems, Inc.), or (c) the lowest price the same or similar items can be purchased for in the United States; or
- 2. The Aggregate Limit for all Connected Equipment of \$100,000, minus:
- 3. The amount(s) of all payment you have or are entitled to receive from insurance, other warranties, extended warranties, or from other sources or persons for the Connected Equipment or damage to such equipment so that Para Systems, Inc.'s maximum liability shall be reduced to reflect all such other payments or sources of recovery.

If Para Systems, Inc. replaces the connected equipment or pays the Agreed Damage Amount to the Initial Customer, the Initial Customer shall transfer all item(s) to Para Systems, Inc. without warranty by the Initial Customer, but free of lien or other interest.

Para Systems, Inc. reserves the right to inspect the Surge Suppressor, the Connected Equipment, and the site where the event occurred. All costs of shipping the Surge Suppressor and the Connected Equipment to and from Para Systems. Inc. for inspection shall be borne solely by the Initial Customer. Para Systems, Inc. reserves the right to negotiate the cost and choose the facility at which any repairs will take place, and Para Systems, Inc. must be notified and approve any repair facility before any Connected Equipment is serviced. Any repair or modification of the Connected Equipment or Surge Suppressor by a facility or entity not approved by Para Systems, Inc. voids this Connected Equipment Guarantee, If Para Systems. Inc. determines, in its sole discretion, that it is impractical to ship the damaged equipment to Para Systems, Inc., Para Systems, Inc., 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 Initial Customer. Damaged equipment must remain available for inspection until the claim is finalized. Whenever claims are settled, Para Systems, Inc. reserves the right to be subrogated under any existing insurance policies the claimant may have.

## CONDITIONS COMMON TO THE LIMITED LIFETIME WARRANTY AND THE CONNECTED EQUIPMENT GUARANTEE

While the Limited Lifetime Warranty and the Connected Equipment Guarantee are separate, they do share the following terms:

The Limited Lifetime Warranty and the Connected Equipment Guarantee *Do Not Apply* unless The Initial Customer:

- Has properly connected the Surge Suppressor and the Connected Equipment to properly wired and grounded outlets (including compliance with electrical and safety codes of the most current electrical code (ANS/NFPA 70), without the use of any adapters, extension cords or other connectors.
- 2. Has plugged the Surge Suppressor directly into the power source and must not have "daisy-chained" the Surge Suppressor together in serial fashion with another Surge Suppressor, grounding adapter, extension cord, or other surge product. Any such installation voids the Limited Lifetime Warranty and Connected Equipment Guarantee
- 3. Has provided a suitable and proper environment for use and installation of the Surge Suppressor and Connected Equipment.
- 4. Has properly installed and operated the Surge Suppressor and Connected Equipment.
- 5. Has operated the Surge Suppressor at all times within the limitations of the Surge Suppressor's VA capacity.

Para Systems, Inc. does not cover or undertake any liability in any event for any of the following:

- 1. Loss of or damage to data, records, or software, the restoration of data or records, or the reinstallation of software.
- 2. Damage from causes other than Power Disturbances (as defined above) on an AC Power Line on properly installed, grounded and code-compliant 120-volt power lines in the United States and Canada; or a Power Disturbance on standard telephone landlines or PBX telephone equipment lines when properly installed and connected.
- Damage from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, or abuse, mis-use, or alteration of either the Surge Suppressor or the Connected Equipment.

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