# THE EMPIRE DISTRICT ELECTRIC COMPANY Sec. 3 Original Sheet No. 8 Cancelling P.S.C. Mo. No. 5 For ALL TERRITORY No supplement to this tariff will be issued except for the purpose of cancelling this tariff. OTHER SALES AND SERVICES SCHEDULE OS - MT

## METER TREATER INC. 10 YEAR EXTENDED SURGE SUPPRESSOR WARRANTY FOR SINGLE PHASE METER BASED AND HARDWIRE PRODUCTS

THIS WARRANTY covers consequential damages to standard residential equipment, as defined herein, as a result of a powerline disturbance. The Warranty shall be valid for a period of ten (10) years from the date of purchase and must be purchased at the onset of any purchase of lease. It cannot be purchased after the device is placed in service. The terms of this Warranty explicitly incorporate the terms of the Standard Limited Hardware Warranty except to the extent the latter are inconsistent herewith; in such event the terms of this extended warranty shall apply. The Warranty is transferable to the original installed premises customer, and subsequent customer of record at the installed premises only, and may be relied on or enforced by such customer. It is not transferable to any subsequent purchaser. Removal of Meter-Treater, Inc.'s name plate from the product will void this Warranty in its entirety. Improper installation, misuse, operation of product exceeding Meter-Treater, Inc.'s specifications, overhaul or modification of the product by other than Meter-Treater., Inc. or it's authorized service center will also void this Warranty in its entirety. Meter-Treater, Inc shall be the sole judge of failure.

#### WARRANTY APPLICATION AND PROCEDURES FOR SUBMITTING A WARRANTY CLAIM

If a transient voltage/surge current should pass through the Meter-Treater, Inc.'s meter based adapter causing it to fail and causing consequential damages to standard residential equipment or residential appliances located inside a single family residence, the following procedures will apply:

#### A. Definition of Standard Residential Equipment:

Examples of standard residential equipment include washers, dryers, refrigerators or other major appliances that are motor driven or mechanical in nature.

All standard residential equipment and residential fixtures must be plugged into a properly grounded outlet and must be operated in accordance with reasonable specifications determined by Meter-Treater, Inc., including installation and operational specifications as established by applicable codes such as NEC or CEC, in order for this Warranty to cover any damages thereto. The residence must also meet current local and national electric codes.

#### B. Claims Procedure:

If you believe you have a claim, Meter-Treater, Inc. must be given notice of connected equipment damaged within five (5) working days. At that time, a claim form will be forwarded to the claimant, which must be completed and filed within thirty (30) days. The claim form should be completed in its entirety and returned along with the failed surge suppression device. Further, a detailed description of the nature and extent of the repairs done and all damage which occurred should be attached to the claim form. If the repair has not been done at the time of the claim form is submitted, you must send an estimate of the needed repairs with the claim form. The electric utility company, electrician, Meter-Treater, Inc. or the authorized representative of Meter-Treater, Inc. reserves the right to inspect the damaged equipment parts, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized.

### C. Payment on Claim:

Upon determination that you are entitled to compensation, you will either be given the fair market value of the damaged equipment immediately preceding the failure, reimbursed for repairs, or paid the cost of estimated repairs. The foregoing shall be at the election of Meter-Treater, Inc.

Upon receipt of a failed meter based surge protector, a replacement or repaired unit will be provided.

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