

MX5102 Warranties/Policies Information

Panamax Power Conditioner Limited Product Warranty

Panamax warrants to the purchaser of this Panamax audio/video component style power conditioner, for a period of three (3) years from the date of purchase, that the unit shall be free of defects in design, material or workmanship, and Panamax will repair or replace any defective unit.

Upgrade Policy

Valid only in the United States and Canada

If your Panamax UPS sacrifices itself while protecting your connected equipment, you have an option to upgrade to the latest technology. Please go to our web sites www.panamax.com or contact Customer Relations at 800-472-5555 for details.

2 Year Battery Warranty

Please contact Panamax Customer Service for information regarding battery replacement and 2-year Battery Warranty.

Panamax Power Conditioner Limited Connected Equipment Protection Policy

It is the policy of Panamax that it will, at its election, either replace, pay to replace at fair market value, or pay to repair, up to the dollar amount specified below, equipment that is damaged by an AC power, cable, telephone, or lightning surge while connected to a properly installed Panamax power conditioner. To be eligible for compensation, repair and/or replacement, the power conditioner must show signs of surge damage or that it is operating outside of design specifications, relative to its surge protection capability, and under all of the circumstances failed to protect your connected equipment.

MX5102: \$5,000,000

THE CONNECTED EQUIPMENT POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS

1. ORIGINAL OWNERSHIP REQUIREMENT:

Panamax's connected equipment policy extends to the original purchaser of the Panamax product only and is non-transferable. Original purchase receipts must accompany any product return or claim for connected equipment damage.

2. PROPER INSTALLATION: Panamax AC protectors must be directly plugged into a properly grounded 3-wire AC outlet. Extension cords*, non-grounded two prong adapters, or other non-Panamax surge products must not be used. Building wiring and other connections to protected equipment must conform to applicable codes (NEC or CEC). No other ground wires or ground connections may be used. All wires (including, e.g., AC power lines, telephone lines, signal/data lines, coaxial cable, antenna lead-ins) leading into the protected equipment must first pass through a single Panamax protector designed for the particular application. The protector and the equipment to be protected must be indoors in a dry location, and in the same building. Panamax installation instructions and diagrams must be followed.

3. NOTIFICATION: You must notify Panamax within ten days of any event precipitating request for product replacement or payment for connected equipment damage. A return authorization (RA) number must first be obtained from the Panamax Customer Relations Department at www.panamax.com** before returning the protector Panamax. At this time, you must notify Panamax if you believe you have a claim for damaged connected equipment. Once you obtain an RA number, please mark the number on the bottom of the unit and pack it in a shipping carton/box with enough packing material to protect it during transit. The RA number must also be clearly marked on the outside of the carton. Ship the unit Panamax. Please note that you are responsible for any and all charges related to shipping the unit to Panamax. If connected equipment damage was indicated on your RA request, Panamax will mail you claim kit to be completed and returned within 30 days. A connection diagram of your system will be required as part of the claim kit. Be sure to note its configuration before disconnecting your equipment.

4. DETERMINATION OF FAILURE: Panamax will evaluate the protector for surge damage. The Panamax protector must show signs of surge damage or must be performing outside (>10%) of design specifications relative to its surge protection capability. Opening the enclosure, tampering with, or modifying the unit in any way shall be grounds for an automatic denial your request for payment. Panamax, after evaluating all information provided, will determine whether or not your request is eligible for payment. If the surge protector shows no signs of AC power or signal line surge damage and is working within design specifications, Panamax will return the unit to you with a letter explaining the test results. Exceptions: If a dealer or installer replaces the protector for the customer, replacement will be returned to the dealer installer; or if the protector is a pre-1996 model, it will be replaced; or, for a Canadian customer, the protector will be replaced. Panamax reserves the right to inspect the damaged connected equipment, parts, or circuit boards. Please note that you are responsible for any and all charges related to shipping the damaged equipment to Panamax. Panamax also reserves the right to inspect the customer's facility. Damaged equipment deemed uneconomical to repair must remain available for inspection by Panamax until the claim is finalized.

5. REQUEST PAYMENTS:

Once Panamax has determined that you are entitled to compensation, Panamax will, at its election, either pay you the present fair market value of the damaged equipment, or pay for the cost of the repair, or send you replacement equipment, or pay the equivalence of replacement equipment.

6. OTHER INSURANCE/WARRANTIES: 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.

7. EXCLUSIONS: THE PANAMAX CONNECTED EQUIPMENT PROTECTION POLICY DOES NOT APPLY TO: Service charges, installation costs, reinstallation costs; setup cost; diagnostic charges; periodic checkups; routine maintenance; loss of use of the product; costs or expenses arising out of reprogramming or loss of programming and/or data; shipping charges or fees; service calls; loss or damage occasioned by fire, theft, flood, wind, accident, abuse or misuse, and products subject to manufacturer's recall or similar event.

8. DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to Panamax's Connected Equipment Protection Policy, 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 Panamax. 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 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.

9. GENERAL: If you have any questions regarding the product warranty or the connected equipment protection policy, please contact the Panamax Customer Relations Department at www.panamax.com. The Limited Product Warranty and Connected Equipment Policy herein supersede all previous warranties and/or Connected Equipment repair/replacement policies.

THE LIMITED PRODUCT WARRANTY IS THE ONLY WARRANTY PROVIDED WITH THIS PANAMAX PRODUCT AND ANY OTHER IMPLIED OR EXPRESSED WARRANTIES ARE NON-EXISTENT.

This warranty may not be modified except in writing, signed by an officer of the Panamax Corporation.

* The use of a Panamax extension cord or equivalent (UL or CSA listed, minimum 14AWG, 3-wire grounded) will not invalidate the warranty.

** Forms are available on the Panamax web site for requesting RAs and opening a claim for connected equipment damage.

Warning Notice

WARRANTY LIMITATION FOR INTERNET PURCHASERS

Panamax products purchased through the Internet do not carry a valid Connected Equipment Protection Policy unless purchased from an Authorized Panamax Internet Dealer! Authorized Panamax Internet Dealers have sufficient expertise to insure warranty compliant installations. For a list of Authorized Panamax Internet Dealers go to www.panamax.com.

CAUTION: Audio/Video, computer and/or telephone system installations can be very complex systems, which consist of many interconnected components. Due to the nature of electricity and surges, a single protector may not be able to completely protect complex installations. In those cases, a systematic approach using multiple protectors must be employed. Systematic protection requires professional design. AC power, satellite cables, CATV cables, A/V signal line cables or telephone/network lines entering the system that do not pass through a Panamax surge protector will render the Panamax connected equipment protection policy null and void. For additional information on how to protect your system, please contact Panamax before connecting your equipment to the surge protector.

More detailed information is available at www.panamax.com.

If you have any questions regarding these requirements, please contact Customer Relations.

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