



## THREE YEAR LIMITED WARRANTY WITH \$25,000 CONNECTED EQUIPMENT WARRANTY

### **Covering: T100 & T200**

This Warranty only applies to products purchased and used in the United States of America. Products purchased or used outside the United States are subject to such warranties, if any, as are provided by the Tributaries distributor in the respective countries.

### **Scope and Duration of warranty**

Subject to the terms and conditions stated below, Gordon J. Gow Technologies, Inc. d.b.a. Tributaries® ("Tributaries") warrants that this Product shall be free from defects in workmanship or material for a term of (3) years from the date when it was purchased from an Authorized Tributaries Dealer. This Warranty only applies to Products purchased in the United States and used in the United States. Products purchased or used outside the United States are not covered by this Warranty. Warranties, if any, applicable outside the United States are the sole responsibility of the Products' distributor in the country of purchase.

### **What Tributaries Will Do Under the Warranty**

**Part A. Product Warranty Coverage:** In the event of any defect covered by this warranty, Tributaries shall without charge provide all parts, materials, and labor necessary to restore the Product to its original specifications, and shall return the Product to its owner at Tributaries' expense. In the alternative, Tributaries may at its sole option either replace the Product without charge, or if its replacement is not commercially practicable or repair or replacement cannot be accomplished within a reasonable time, Tributaries may refund the purchase price of the Product, subject, where appropriate, to reasonable depreciation for use in accordance with applicable laws, in full satisfaction of its warranty obligations. Tributaries will undertake to complete the repair and return of the Product as soon as circumstances permits, unless prevented by causes beyond its reasonable control.

**Part B. Connected Equipment Coverage:** In the event that qualified electronic equipment that was properly connected to the Product ("Connected Equipment") sustains damage due to a Product failure resulting from defective workmanship or materials during the course of the Product's approved usage within three (3) years after purchase of the Product from an Authorized Tributaries Dealer, Tributaries will at its option repair, replace, or reimburse the owner for the fair market value of, the damaged Connected Equipment, up to a maximum cumulative total liability of \$25,000.00 for all damaged Connected Equipment. "Qualified electronic equipment" means that all equipment connected to the Product at the time of failure causing damage must have been (i) consumer electronic equipment intended for personal and not commercial or industrial use, and designed for use with the type and level of electricity supplied through the mains to which connected; and (ii) the individual and collective voltage and current requirements for all Connected Equipment did not exceed the published specifications of the Product; and (iii) that all Connected Equipment was being used as intended at the time of damage. "Properly connected to the Product" means that all Connected Equipment at the time of the failure, whether or not damaged, must have been directly plugged into the Product without the use of any extension cord, adapter plug, surge protector, or other device between the Product and the Connected Equipment. The "Product's approved usage" means that at the time of failure causing damage the Product was (i) directly connected to a properly installed grounded three-prong electrical outlet meeting all applicable Code requirements, without the use of any extension cord, adapter plug, surge protector, or other device between the Product and the outlet; and (ii) the Connected Equipment was being used in the manner for which it was designed and intended, and was not in violation of any of manufacturer requirements or limitations; and (ii) none of the exclusions set forth below apply.



## **LIMITATIONS ON TRIBUTARIES'S OBLIGATIONS UNDER THE WARRANTY**

TRIBUTARIES'S SOLE OBLIGATION UNDER PART A OF THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE PRODUCT, OR AT ITS OPTION REFUND THE PURCHASE PRICE, AND UNDER PART B OF THIS WARRANTY SHALL BE TO REPAIR OR REPLACE THE CONNECTED EQUIPMENT, OR AT TRIBUTARIES'S OPTION REIMBURSE THE OWNER FOR THE FAIR MARKET VALUE THEREOF UP TO A MAXIMUM OF \$25,000, AS PROVIDED FOR HEREINABOVE.

TRIBUTARIES DOES NOT WARRANT AGAINST, NOR SHALL IT BE LIABLE FOR, ANY OF THE FOLLOWING: REMOVAL OR INSTALLATION CHARGES; SHIPPING EXPENSES TO TRIBUTARIES OR ITS AUTHORIZED SERVICE FACILITY; LOSS OF OR DAMAGE TO INFORMATION, PROGRAMMING, DATA, OR MEDIA OF ANY KIND, EVEN IF CONTAINED IN PRODUCTS OR CONNECTED EQUIPMENT THAT ARE THEMSELVES WITHIN THE SCOPE OF THIS WARRANTY; PROPERTY DAMAGE OF ANY KIND (EXCEPTING ONLY DAMAGE TO CONNECTED EQUIPMENT THAT IS WITHIN THE SCOPE OF, AND NOT SUBJECT TO EXCLUSION UNDER, THIS WARRANTY); LOSS OF USE; OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND.

**Note: Some states do not allow exclusion or limitation of consequential damages, so the foregoing exclusion may not apply.**

### **Exclusions:**

#### **Parts and Occurrences That Are Not Covered by the Warranty**

This Warranty does not cover any of the following: (A) Products' glass panels, cabinetry, trim, or any other appearance items (except) where they are defective at the time of original sale and the Product is delivered for repair within the first thirty (30) days thereafter; (B) batteries, or failure of or damage to the Product caused by batteries; (C) failures arising from catastrophe (including lightning strike), misuse, neglect, or failure to properly connect and operate the Product and/or any Connected Equipment in accordance with its manufacturer's instructions or otherwise than as designed and intended; (D) failures arising from improper installations of the Product or of any Connected Equipment, or incompatibility of components in the system of which the Product is a part, or otherwise arising from other components including Connected Equipment (for example through direct connection between components) and not from defects in the Product's workmanship or materials; (E) failures of any kind in Products (I) which have been purchased from other than an Authorized Tributaries Dealer or any Connected Equipment used with such Products, or (II) which evidence any tampering, alteration, or attempted servicing by anyone other than Tributaries or an Authorized Tributaries Service Facility, or (III) for which a claim has not been filed with Tributaries within the three (3) year Warranty term and within thirty (30) days following the occurrence giving rise to the claim; or (F) loss of or damage to recorded information, programming, or data of any kind, even if contained on Products or Connected Equipment that are themselves within the scope of this Warranty; and Tributaries shall have no liability or obligation of any kind with respect to any of the foregoing types of failures. In addition, Tributaries's coverage for Connected Equipment is expressly secondary to any homeowner's insurance or other insurance covering damage or loss to that Equipment, and Tributaries's liability is limited to the amount by which Connected Equipment losses exceed such insurance coverage (but in no event shall Tributaries's liability be greater than \$25,000 in the aggregate).

#### **What the Owner Must Do to Obtain Service Under This Warranty**

To obtain service under this warranty, the owner must, within thirty (30) days following the occurrence giving rise to the claim and within the three (3) year term of this warranty, telephone Tributaries at the number shown below, obtain a claim form and return authorization number, and then, at the owner's expense (1) arrange for any necessary de-installation of the Product and any Connected Equipment for which a claim is made, and (II) deliver or ship the Product, properly packaged in its original container (or, if unavailable then in a replacement container which Tributaries will furnish to the owner at a nominal cost), with the RMA number on the shipping container, prepaid, and insured, to Tributaries at the address below, or to an Authorized Tributaries Service Facility if so directed by Tributaries. In addition, the owner must fully complete the claim form and must provide evidence that the Product is at the time of delivery within the scope of this Warranty, by either having completed and submitted to Tributaries on a timely basis the Warranty Registration Card, if one is included with the Product, or by including the original or a legible copy of the dated sales receipt with the Product when submitted for repair. If requested by Tributaries, the owner must also deliver or ship to Tributaries any Connected Equipment for which a claim is made,



and must otherwise cooperate with Tributaries in investigating and processing the claim. All Products and Connected Equipment must also be accompanied by the owner's name, address, and telephone number.

**What the Owner Must Pay For**

As noted above, the owner must arrange and pay any expense for removing the Product and any Connected Equipment from their installation and delivering or shipping them to Tributaries or the Authorized Tributaries Service Facility, to the extent requested by Tributaries. Upon return of the Product and any Connected Equipment to the owner following repair or replacement, it shall be the owner's responsibility to arrange and pay for any reinstallation and reprogramming which may be required. In addition, it shall be the owner's obligation to pay for any repairs made to Products for which the owner has neither completed and submitted (where one is included) the warranty Registration Card at the time of purchase nor include a legible copy or the original of the dated sales receipt with the Product when delivered for service, or which are otherwise subject to the exclusions noted above, at Tributaries' or its Authorized Service Facility's then current repair rates. Any Product or Connected Equipment found to be outside the scope of this Warranty due to an applicable exclusion shall be returned to the owner at the owner's expense.

**How to Learn Where the Nearest Authorized Tributaries Service Facility is, or Obtain Answers to Other Questions Concerning This Warranty**

In order to learn the name and address of the nearest Authorized Tributaries Service Facility, obtain instructions for shipment of a covered Product to Tributaries, or obtain the answers to any other questions you may have concerning this Warranty, you may telephone Tributaries between the hours of 9:00a.m. and 5:00p.m. Eastern Time, Monday through Friday, at 1.888.554.2514, or write to Service Department, Tributaries, 6448 Pinecastle Blvd; Suite 101, Orlando, FL 32809, (Fax 1.800.553.1366).

**This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.**