

Big Dog Power™ by Ethereal Home Theatre, LLC Limited Product Warranty and Connected Equipment Limited Warranty

Valid in the United States and Canada

THIS WARRANTY DEFINES ETHEREAL HOME THEATRE, LLC'S LIABILITY FOR ANY AND ALL DAMAGES RESULTING FROM THE OPERATION OR FAILURE OF THE PRODUCT. THE WARRANTY PROVIDED IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, METRA DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ETHEREAL HOME THEATRE, LLC HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY PRODUCT FAILURE, ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT. FURTHER, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, Ethereal Home Theatre, LLC HEREBY EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THESE LIMITATIONS SHALL NOT APPLY TO ANY DEATH OR PERSONAL INJURY CLAIMS, OR ANY LIABILITY FOR INTENTIONAL ACTS OR ACTS OF GROSS NEGLIGENCE

Limited Product Warranty:

Ethereal Home Theatre, LLC warrants this product to be free of material defects for a period of: (1) 5 years for the PR-R13PI, PR-V7PI and PR-W3PI products, (2) 3 years for the PR-S1PI product, and (3) 3 years for any other product subject to this Warranty (referred to as the applicable "warranty period"). If the product fails during the warranty period, Ethereal Home Theatre, LLC will, at its option: (1) Repair the product in a reasonable time period, (2) Replace the product with the same model (or a successor model with the same or substantially similar features), or (3) Refund the purchase price. This Warranty applies only to an original purchaser of the product who provides proof of purchase at the time a claim is made.

Conditions and Limitations:

1. Proof of purchase is required.
2. Damage caused by accidents, abuse, misuse or modification of the surge suppressor will render this warranty null and void.
3. Transient Voltage Surge Suppression devices using MOV (Metal Oxide Varistor) technology are designed to sacrifice themselves to protect the connected equipment. The proper functioning of this surge suppressor during a catastrophic surge event like lightning may result in the depletion of the unit's protection capabilities. This is not a defect in design, material, or workmanship.

EXCLUDED ITEMS

This warranty does not apply to: (1) consumable items, such as a replaceable surge protection module, (2) cosmetic damage such as scratches, dents, broken plastic parts, and discoloration (unless same is the result of a defect in materials or workmanship), (3) damage resulting from the failure of another product, (4) damage caused by misuse or abuse, or (5) damage caused by unauthorized service of the product.

Connected Equipment Limited Warranty:

This is a limited warranty, subject to the conditions, limitations and exclusions identified herein.

Ethereal Home Theatre, LLC warrants to the original purchaser of this surge suppressor that it will at its option, pay the fair market value of, repair, or replace, any home entertainment equipment which is damaged by a transient surge while properly connected through the Ethereal Home Theatre, LLC surge suppressor to a properly wired and grounded AC power line. The Ethereal Home Theatre, LLC surge suppressor must have been designed for the particular application. The maximum amount Ethereal Home Theatre, LLC will pay is specified below:

<u>Model</u>	<u>Dollar Amount</u>
PR-W3PI	\$75,000
PR-V7PI	\$150,000
PR-R13PI	\$250,000

Conditions and Limitations:

1. Proof of purchase for the Ethereal Home Theatre, LLC surge suppressor and the connected equipment is required.
2. The surge suppressor and the equipment to be protected must be indoors in the same, dry location in the building.
3. The surge suppressor and the connected equipment must be installed correctly as identified in the surge suppressor's installation instructions and be connected to a properly wired and grounded AC power line. Building wiring and other connections must conform to applicable NEC or CEC (Canada) codes.
4. All signal lines coming into the system must be protected by the Ethereal Home Theatre, LLC surge suppressor. This warranty is null and void if damage results from transients on any unprotected signal lines (coaxial, telephone, network, etc.).
5. You must notify Ethereal Home Theatre, LLC, within 15 days of the occurrence, if a claim is being filed for connected equipment damage.
6. This connected equipment warranty is secondary to any existing manufacturer's warranty, any insurance and/or service contract that may cover the loss.
7. Ethereal Home Theatre, LLC reserves the right to inspect the damaged surge protector, the damaged equipment and the site where the damage occurred. Please note that you are responsible for any and all costs relating to shipping the damaged surge suppressor and/or equipment to Ethereal Home Theatre, LLC. Damaged equipment must remain available for inspection until the claim has been finalized.
8. The surge suppressor must be evaluated by Ethereal Home Theatre, LLC and show signs of surge damage or be functioning outside (>10%) of its transient voltage surge suppression design specifications. This warranty is null and void if the surge suppressor has been opened, improperly installed, abused, misused or modified in any way.
9. Ethereal Home Theatre, LLC must determine, in its sole discretion, that the damage to the equipment resulted from a transient voltage surge event.

10. Ethereal Home Theatre, LLC must be notified of and approve of any repair facility prior to the connected equipment being serviced, and Ethereal Home Theatre, LLC reserves the right to negotiate and approve the cost at which repairs will be made.
11. The fair market value of the equipment shall be the current value of the equipment specified in the most recent edition of Orion Blue Book, by Orion Research Corporation, or a valuation as determined by Ethereal Home Theatre, LLC at Ethereal Home Theatre, LLC's discretion.
12. Exclusions - The Ethereal Home Theatre, LLC connected equipment warranty does not cover loss or damage to equipment caused by acts of God (other than lightning) such as flood, wind or earthquake; war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, low voltage disturbances (power outages, sags or brownouts) or sustained over-voltages*. Also excluded are: diagnostic charges, service charges, installation/reinstallation costs, routine maintenance, periodic checkups, loss of use of the product or expenses arising from loss of programming, reprogramming and/or data.

* A surge is defined as a momentary voltage spike lasting less than one millisecond. A sustained over-voltage lasts longer than one millisecond but is typically of a lower intensity (voltage). Long duration sustained over-voltages could possibly overwhelm the protection capabilities of this unit and allow damage to the connected equipment. One of the major causes is crossed power lines caused by storms or accidents.

To File a Claim:

1. Contact Ethereal Home Theatre, LLC at 386-257-1186 to request an RMA (Return Merchandise Authorization) for the surge suppressor. Please have the following information available:
 - a. Model number of the Ethereal Home Theatre, LLC Big Dog Power Unit.
 - b. Date and place of purchase (proof of purchase must be included with the returned unit; a copy of the original sales receipt is acceptable).
 - c. Description of the problem
2. To file a claim for damage to connected equipment, please have the following additional information available:
 - a. The date of the transient voltage surge event. Please note that Ethereal Home Theatre, LLC must receive notification within 15 days of the event.
 - b. A list of all equipment that was connected to the Ethereal Home Theatre, LLC's Big Dog Power Unit.
 - c. A list of the equipment damaged during the event and the extent of the damage.
 - d. A description of what signal lines were coming into the system and how the equipment was connected. All AC power and signal line connections must be included. (A diagram must be included with the surge suppressor being returned to Ethereal Home Theatre, LLC.)
3. A connected equipment damage claim form will be sent to you. The claim form must be filled out completely and returned to Ethereal Home Theatre, LLC along with the following:
 - a. Connection diagram (from 2d).
 - b. The damaged surge suppressor.
 - c. Your proof of purchase.
 - d. Repair estimate(s) for the damaged equipment from a manufacturer approved service center.
4. Ethereal Home Theatre, LLC must receive your completed claim form, damaged surge suppressor and supporting documents within 30 days. *Missing information or documents will significantly delay the processing of your claim!*
 - a. Make sure the RMA number is clearly marked on the bottom of the surge suppressor and the outside of the package.
 - b. Please note that you are responsible for all costs associated with packing and shipping these materials to Ethereal Home Theatre, LLC.
5. A review of the claim will occur following receipt of all information and support materials. Ethereal Home Theatre, LLC, in its sole discretion, will determine whether or not your claim meets the warranty

requirements. Ethereal Home Theatre, LLC reserves the right to inspect the damaged equipment and/or the site where the damage occurred.

6. If your claim meets all warranty requirements, Ethereal Home Theatre, LLC will, at its discretion:
 - a. Authorize the repairs as identified in the submitted repair estimates,
 - b. Pay you fair market value for the damaged equipment, or
 - c. Replace the damaged equipment

An online purchase registration is available at www.etherealpro.com. Registering your surge protector at the time of purchase can make the process a lot easier if you ever need to file a claim.

Please contact the Ethereal Home Theatre, LLC Customer Service Department at 386-257-1186 if you have any questions regarding the product warranty or the connected equipment warranty.

Ethereal Home Theatre, LLC

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