

& Connected Equipment Repair or Replacement Agreement

WARRANTY STATEMENT

This limited warranty is provided by Helios®, a division of Ethereal Home Theatre LLC for the surge suppression device identified by the purchaser's registration as indicated below, and there are no other warranties, expressed or implied, except as required by law, including warranties of merchantability and fitness for a specific purpose, however all such implied warranties, if any, are limited to the duration of this specific limited product warranty. Some states/countries do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Helios/Ethereal Home Theatre LLC shall not be liable, under any circumstances, for incidental, indirect, special, consequential or multiple damages as a result of the sale or use of this surge suppressor. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Both the warranty on the surge protector itself and the connected equipment expanded limited repair or replacement agreement, requires that the purchaser register the surge protector with Helios as set forth below.

WARRANTY DURATION

This is a limited warranty, subject to the conditions, limitations and exclusions identified herein. Helios warrants to the original purchaser of this Helios surge suppressor for a period of three years from the date of purchase, that the surge suppressor shall be free of defects in design, material and workmanship, and Helios will repair or replace, at its option, any defective unit.

Caution: Some Helios surge suppressors have LED indicators that show their surge protection status. An illuminated LED indicates that the unit is providing surge protection. Due to the frequency and severity of electrical storms in some areas of the country, the consumer should visually check the indicators periodically to make sure that cumulative surges have not overwhelmed the unit's protection capabilities.

WARRANTY CONDITIONS

- Proof of purchase is required (i.e. the sales receipt of other proof of payment)
- Product registration is required. For additional assistance please contact htsupport@etherealpro.com
- 3. Damage caused by accidents, abuse, misuse or modification of the surge suppressor will render this warranty null and void.
- 4. Transient Voltage Surge Suppression devices using MOV (Metal Oxide Varistor) technology are designed to sacrifice themselves in order 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 units protection capabilities. This is not a defect in design, material or workmanship. Therefore, if the unit is known to have been active during lightning strikes over a period of time, the unit may no longer perform to its full capacity. It is designed for infrequent surges. If there are multiple storms or catastrophic events such as a hurricane, tornado, etc., and the

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WARRANTY CONDITIONS CONT...

consumer has warning of the impending event, all electrical equipment and connections that generate any flow of electricity should be disconnected for the safety of the home, the consumer and the products.

EXPANDED LIMITED REPLACEMENT/REPAIR AGREEMENT FOR CONNECTED EQUIPMENT

In addition to the warranty extending to the surge protection unit itself, Helios/Ethereal Home Theatre LLC will in accordance with the terms set forth above, agree to repair or replace the electronic equipment properly connected to the unit in accordance with the instructions for use accompanying the unit. This means for example, that a protection unit has a limited number of devices that can be attached and if other electrical device connectors are used to expand the number of devices attached to the surge protector, this is a misuse of the product and no warranty or expanded connected equipment warranty will apply.

Helios 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 Helios surge suppressor to a properly wired and grounded AC power line. The Helios surge suppressor must have been designed for the particular application.

This warranty is limited to the extent that the maximum replacement value for all connected appliances and devices shall not exceed an aggregate sum of \$610,000.00.

This warranty is limited to the period of three years from the date of purchase in the same manner as the underlying warranty is limited.

Conditions and Limitations on Expanded Connected Equipment Coverage:

- Proof of purchase for the Helios surge suppressor and the connected equipment is required. (i.e. sales
 receipts of other proof of purchase of televisions, amplifiers, etc., must be maintained and provided
 at the time a claim is made)
- 2. The surge suppressor and the equipment to be protected must be indoors in the same, dry location in the building.
- 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 Helios 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 Helios, within 15 days of the occurrence, if a claim is being filed for connected equipment damage.
- This connected equipment warranty is secondary and excess coverage to any existing manufacturer's warranty, any home owner's insurance and/or service contract that may cover the loss.
- Helios reserves the right to inspect the damaged surge protector, the damaged equipment and the site where the damage occurred. Please note

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EXPANDED LIMITED REPLACEMENT/REPAIR AGREEMENT FOR CONNECTED EQUIPMENT CONT...

that you are responsible for any and all costs relating to shipping the damaged surge suppressor and/or equipment to Helios. Damaged equipment must remain available for inspection until the claim has been finalized.

- 8. The surge suppressor must be evaluated by Helios 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. Helios must determine, in its sole discretion, that the damage to the equipment resulted from a transient voltage surge event.
- Helios must be notified of and approve of any repair facility prior to the connected equipment being serviced, and Helios 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 fair market value of the equipment specified in the most recent edition of Orion Blue Book, by Orion Research Corporation, or a valuation as determined by Helios at Helios's discretion.
- 12. Exclusions The Helios 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

- Contact Helios at 386-492-8584 to request an RMA (Return Merchandise Authorization) for the surge suppressor. Please have the following information available:
 - (a) Model number of the Helios surge suppressor.
 - (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
- 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 Helios must receive notification within 15 days of the event.

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TO FILE A CLAIM CONT...

- (b) A list of all equipment that was connected to the Helios surge suppressor.
- (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 Helios.)
- 3. A connected equipment damage claim form will be sent to you. The claim form must be filled out completely and returned to Helios 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. Helios 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 Helios.
- 5. A review of the claim will occur following receipt of all information and support materials. Helios, in its sole discretion, will determine whether or not your claim meets the warranty requirements. Helios reserves the right to inspect the damaged equipment and/or the site where the damage occurred.
- 6. If your claim meets all warranty requirements, Helios 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
- 7. You must register in order to activate this warranty and for it to be valid. For additional assistance please contact htsupport@etherealpro.com

Please contact the Helios Customer Service Department at 386-492-8584 if you have any questions regarding the product warranty or the connected equipment warranty.



Ethereal Home Theatre LLC 460 Walker Street, Holly Hill, FL 32117 Sales: 386-255-0234

Support: 386-492-8584 • htsupport@etherealpro.com

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