

1 5 % S a v i n g s G u a r a n t e e

This limited Guarantee shall apply to original customers who have purchased Sta'bl-POWER™ Transient Voltage Surge Suppressor products and installed said products in their facility, in accordance with the manufacturers installation instructions.

This limited Guarantee shall apply only where the product(s) are installed to provide 100% coverage of the electrical circuits down-stream of the electric metering device. The initial product installation and any subsequent modifications to the circuits covered shall conform and be maintained, to the current National Electric Code.

Guarantee Period

This Guarantee is a twelve (12) month limited guarantee. The effective date shall be the documented date of completed installation of the products, and shall remain in full force and effect as described and defined herein, for a period of twelve (12) consecutive months.

Guaranteed Savings

In consideration of the stipulations contained herein, Sta'bl-POWER™ hereby guarantees the customer named on the face of this certificate a ten percent (10%) reduction in electrical utility billed consumption (based upon kilowatt hours) and a 5% reduction in connected equipment maintenance costs, subject to the terms and conditions stated herein.

1. The products must be installed by a licensed and bonded/insured electrician to be provided or authorized by Sta'bl-POWER™ or an authorized Sta'bl-POWER™ Dealer/Distributor.
2. The products must be installed on all breaker panels (main or otherwise) supplying power to and within the premises, and all equipment disconnects not directly attached to a breaker panel.
3. The Guarantee period of twelve (12) months shall mean that for a period of twelve (12) consecutive months from the date of completion of installation, the customer, and Sta'bl-POWER™ or an authorized dealer/distributor, shall monitor customers actual electrical utility consumption, as reflected in customer's billing statements as provided by customers electrical utility provider. Customer agrees to furnish true and correct copies of its billing statements for a minimum period of one (1) year prior to installation.
4. Customer shall not be entitled to submit a claim under this guarantee until conclusion of the mandatory initial twelve (12) month period. In addition, upon conclusion of the twelve (12) month guarantee period, customer must file its claim under this guarantee no later than three (3) months from the conclusion of the twelve (12) month guarantee period. Sta'bl-POWER™ or an authorized dealer/distributor expressly reserves the right to examine copies of the customer's billing statement for the purpose of determining the annual basis percentage change in electrical utility consumption.
5. Factors used in calculating the percentage of change in electrical utility consumption shall include, but not be limited to, atmospheric and weather conditions (including abnormalities and anomalies), changes in actual consumption by customer due to increased operations, capacities or any addition of equipment, machinery or square footage of the actual facility.
6. Customer, in order to qualify under this guarantee, must make complete payment for the installed system, whether through initial cash purchase, or through acceptance of other financing arrangements.
7. In the event that customer finances products, customer must make timely payment of all installment payments when due, during the guarantee period and for the period of time following submission of customer's claim, for Sta'bl-POWER™ to validate customers claim regardless of the performance of the products.
8. It shall then be confirmed that the customer has experienced savings of less than ten percent (10%) in electrical utility billed consumption (based upon kilowatt hours) and a 5% reduction in maintenance costs during the guarantee period, and that customer has assumed full financial responsibility for all installment payments during the guarantee period and following the guarantee period necessary to validate customer's claim. The customer's claim shall then be processed in a timely manner, which time shall not exceed thirty (30) days, provided customer has reasonably cooperated to the extent described herein. The products list price, excluding installation costs, taxes or other fees, shall be refunded, less the actual achieved energy savings obtained by the customer for the full period of time the units are installed. Coordination of the units removal from the facility will be handled by Sta'bl-POWER™. The customer agrees to cooperate with expedient access and coordination.
9. Customer shall in no way alter, remove, cause or allow to be affected, the installation and wiring of the products at any time following installation. Any such act by customer, or failure by customer to reasonably protect against such act by any third party, shall immediately invalidate all terms and conditions of this guarantee, and release Sta'bl-POWER™ and its authorized dealer/distributor from any obligations relative to this guarantee.
10. To file a claim under this guarantee, customer must submit, in writing, the basis for such claim, and any supporting documentation. Customer must also provide purchase date, invoice number, quantity of units purchased, billing statements for the guarantee period, billing statements for the year immediately preceding installation, along with any other documentation requested by Sta'bl-POWER™ or it's authorized dealer/distributor, or assigns.
11. Sta'bl-POWER™ or it's authorized dealer/distributor expressly reserves the right to evaluate and validate customer's claim, and shall notify customer, in writing, within thirty (30) days after submission of customer's claim accompanied with all the required documentation, of their determination of the validity of such claim. -END-