



TERMS AND CONDITIONS

Phoenix Contact USA “Cabinet Confidence” Limited Lifetime Warranty Program

The following warranty is exclusive and is offered in addition to Phoenix Contact USA’s other published base product warranties.

Under the Phoenix Contact USA “Cabinet Confidence” Limited Lifetime Warranty (LLW) program, commencing on the respective date of registration in the program, Phoenix Contact USA will provide a warranty, to original buyers of products sold in the USA who have registered in the program, and to similarly registered subsequent purchasers of OEM equipment into which the products have been installed by the original buyer, that the following categories of Phoenix Contact USA products will be free from defects in workmanship and materials for the lifetime of the product:

Covered Product List:

All Products from Phoenix Contact USA in the following categories, except as explicitly listed in the Excluded Product List.

Controllers

Electronic contactors and motor control
Functional safety
Heavy duty rectangular connectors
Industrial communication technology
Installation and mounting material
I/O systems
Lighting and signaling
Marking and labeling
Measurement and control technology

Monitoring

Power supplies and UPS
Protective devices
Solid state relay modules
Electromechanical relay bases
Sensor/actuator cabling
Software
Surge protection and interference
filters System cabling for DCS and PLC
Terminal blocks
Tools

Excluded Product List:

Industrial PCs, Human Machine Interfaces, Automatic Tools, Printers, Batteries, and Device Connection products, including Printed Circuit Board Terminal Blocks and Printed Circuit Board Connectors are not included in this program.

Normal wear and tear on electromechanical relay contacts and wearable parts of hand tools are not covered. Wearable parts include: tips of screwdrivers, springs, cutting edges of a tool and the die set in a hand crimp tool.

Program Detail:

Phoenix Contact USA will repair or replace any defective product if, in its sole discretion, the product is determined to be defective. Replacements will be limited to the availability of identical replacement or compatible hardware. Repairs will be limited to the availability of replacement components. Advance

replacements will not be provided and any shipping or handling costs incurred in returning the product to Phoenix Contact USA are not covered.

No warranty will be given for damage resulting from, among other things, abuse, neglect, misuse, accident, improper storage, incorrect power sourcing or accessories, altering the product from its original state, or for any product which has not been installed, operated or maintained within Phoenix Contact USA's published product specifications and installation recommendations. Furthermore, all electronic components covered under this program must be powered and protected at the time of installation, and at all times thereafter, in accordance with Phoenix Contact USA's recommendations for power supply and surge suppression protection. To ensure coverage of electronic components under this program, any application specific questions regarding the proper selection of any power supply and protection components should be directed to Phoenix Contact USA's Technical Support Team. Phoenix Contact USA makes no warranty with respect to any products which are manufactured by or which carry the brand of a third party who is not an affiliate of Phoenix Contact USA.

In no event shall Phoenix Contact USA be liable (regardless of the form of action, whether in contract or in tort or otherwise, including negligence) for special, indirect, incidental, consequential or punitive damages alleged to be as a consequence of any damage to, failure of, or defect in any product, including damages for lost profits, data, time, revenues and the like, even if Phoenix Contact USA is advised in advance of the possibility of such damages.

Purchases made prior to registration in this program are not eligible for coverage. For all claims submitted for coverage under this program, Phoenix Contact USA reserves the right to audit the application and purchase history for products referenced in the claim in order to confirm proper compliance with the terms and conditions specified for coverage under this program.

Upon discovery of any alleged defect, the program participant shall promptly notify Phoenix Contact USA, via the Cabinet Confidence LLW Claim request procedure located on the Phoenix Contact USA website, of any product failure or defect and such notice must contain reasonable detail as to the nature of the failure or defect within thirty (30) days of such discovery of any claim. Failure to give the notice within this period may constitute an unqualified acceptance and waiver of such claim.

Phoenix Contact USA reserves the right to terminate this program at any time. Should this program be terminated, any purchases made by registered participants of the program during the period while the program was active would still remain covered by the program.

This warranty applies only to Phoenix Contact USA's products which are sold in the USA.