



SurgeDefender™



GEORGIA POWER COMPANY ("GEORGIA POWER") AGREES THAT, UPON YOUR REQUEST, IT WILL PROVIDE THE SurgeDefender™ ("SURGE PROTECTION DEVICE" OR "SURGE PROTECTOR") AND, BY ACCEPTING THIS SURGE PROTECTION DEVICE, YOU AGREE AS FOLLOWS

**Surge Protection Device:** You will allow a Georgia Power representative or authorized contractor to install the Surge Protection Device, including any related electrical grounding and other related materials, at the electrical entrance to the residence at which Georgia Power provides electric service to you. The Surge Protection Device offered under this Agreement is not limited to one specific product or manufacturer and Georgia Power reserves the right, in its sole discretion, to select the specific device, make, and model to be installed. Georgia Power also reserves the right to replace the Surge Protection Device with a different Surge Protection Device product that may be of a different make or model at any time following initial installation. Georgia Power has no obligation to install the Surge Protection Device if it determines, in its sole discretion and based on the condition of your electrical system, that installation is not reasonably feasible. Georgia Power will install the Surge Protection Device in accordance with National Electric Code ("NEC") standards. If your exterior grounding system does not meet the standards of the 2014 edition of the NEC, Georgia Power may modify the exterior grounding system to bring it into compliance with the NEC. However, Georgia Power is not responsible for, and will not be, evaluating or modifying your interior grounding system. Interior grounding systems are an important factor in safeguarding your electrical system and Georgia Power strongly recommends having the interior grounding system in your home inspected by a licensed electrician and upgraded, if necessary, prior to the installation of the Surge Protection Device. The Surge Protection Device at all times will remain the property of Georgia Power, and you hereby grant Georgia Power the right to enter onto your property at any reasonable time in order to install, maintain, and remove the Surge Protection Device. Neither you nor any person acting on your behalf shall install, repair, service, modify, remove, misuse, abuse, or otherwise tamper with the Surge Protection Device.

**You understand that Georgia Power is not providing any warranty and is not responsible for repairing or replacing the Surge Protection Device and, to the extent the Surge Protection Device must be repaired or replaced, it will be repaired or replaced pursuant to the Limited Product Warranty of the Surge Protection Device's manufacturer ("MANUFACTURER").**

**Fees:** You will pay the following fees, which will be included on and are payable with your monthly electric service bill from Georgia Power for the residence at which the Surge Protection Device is installed:

Monthly Fee. The current monthly fee for the Surge Protection Device is \$9.95/month. This fee includes a Surge Protector for one (1) electric meter. No amount of this fee is allocated to Georgia Power's assistance in the claims process, if any. The amount of this fee may be changed as provided below.

**Term:** This Agreement begins on the date the Surge Protection Device is installed and continues until terminated. Either you or Georgia Power may terminate this Agreement by giving notice of termination to the other party at least thirty (30) days before the termination is to be effective. To terminate this Agreement, call Georgia Power at 1-863-784-3165. If you terminate this Agreement and decide later to have the Surge Protection Device reinstalled, you may be required to pay a \$100 re-installation fee. Georgia Power may terminate the Agreement immediately, at any time, with or without notifying you, if you fail to pay the fees due under the Agreement, if you violate any other terms or conditions of this Agreement, or if any Surge Protector is damaged or destroyed other than by a surge traveling through the Surge Protector. Termination in accordance with this Paragraph shall relieve both parties of their obligations under this Agreement as of the effective date of termination, at which time Georgia Power may remove the Surge Protection Device from your residence.

**Changes to Agreement:** Georgia Power may change, add to, and delete from the terms and conditions of this Agreement (including the amount of the monthly fee) at any time after the expiration of the first full month of the Agreement by providing you with forty-five (45) days' written notice of the change. If you do not notify Georgia Power that you are terminating this Agreement at least thirty (30) days before the effective date of the change, you will have agreed to the change. No change will be effective unless accepted or authorized by Georgia Power in writing.

**Care and Maintenance:** Located on the Surge Protection Device's exterior housing there may be an LED(s) that illuminates when the Surge Protection Device is functioning properly. Please check this LED periodically to make sure it is illuminated. An LED that is not illuminated may signal that the Surge Protection Device is not operational. If you find the LED is not illuminated, please call Georgia Power at 1-863-784-3165 immediately.

**Performance of the Surge Protection Device:** You understand that the Surge Protection Device is designed only to protect Standard Residential Equipment (as defined in Manufacturer's Limited Product Warranty) from destructive surges entering the residence through the protected electric meter.

The Surge Protection Device cannot prevent damage caused by any of the following:

- Surges that do not pass through the Surge Protection Device. Indirect surges can enter a residence through many entrances, including sprinkler systems, doorbells, water lines, telephone lines, cable lines, internet lines, buried electronic fences, and exterior metal surfaces, increasing your risk of damage.
- Misuse, abuse, unauthorized servicing, or modifications of the Surge Protection Device.
- Alteration to the electrical system to which the Surge Protection Device is installed.
- Any "over-voltage" that passes through the Surge Protection Device. An over-voltage is any transmission at greater than the normal household voltages and longer than a momentary surge, and may occur when a high-voltage line comes in contact with a low-voltage line or neutral, a telecommunications line, a CATV line, or as the result of a damaged or lost system "Neutral."
- Direct lightning strike(s) to the residence or surrounding property.
- Earthquakes, natural disasters, and acts of God.
- Brownouts, under-voltage, or power outages.
- Any events for which a state of emergency is announced by any governmental authority for your geographic region or jurisdiction.
- Minor surges that are insufficient to activate the operation of the Surge Protection Device, and
- Other causes of damage not covered by Manufacturer's Limited Product Warranty.

The Surge Protection Device Limited Product Warranty is solely between Customer and Manufacturer and provides for repair and replacement under specific situations where both the Customer's equipment and the Surge Protection Device are damaged from the same surge as defined by Manufacturer in its Limited Product Warranty. Damage to certain types of household electrical equipment is not covered under the Manufacturer's Limited Product Warranty. Customer should reference Manufacturer's Limited Product Warranty for details on specific coverage and exclusions. Customer understands that if the meter base indicator light is illuminated, then the Standard Residential Equipment failed for a reason other than an electrical surge passing through the Surge Protection Device and damage to Customer's equipment will not be covered by Manufacturer's Limited Product Warranty.

**Claims under Manufacturer's Limited Product Warranty: Manufacturer provides a Limited Product Warranty for each Surge Protector. You understand that Georgia Power provides no warranty for the Surge Protection Device, either express or implied, as to the condition of the Surge Protection Device or its parts or accessories, its merchantability or fitness for any particular purpose, or as to any patent or latent defect in materials, workmanship or otherwise, and no defect or unfitness shall affect your obligations to comply with this Agreement. Georgia Power shall not be responsible in any way for repairing or replacing the Surge Protection Device. Your rights and remedies under this agreement are limited to Manufacturer's Limited Product Warranty.**

A copy of the Manufacturer's Limited Product Warranty has been provided to you, receipt of which you acknowledge by entering into this Agreement. You may receive an additional copy of the Manufacturer's Limited Product Warranty at any time from [www.georgiapower.com/surgeprotection](http://www.georgiapower.com/surgeprotection) or by calling 1-863-784-3165. Georgia Power has no obligations under Manufacturer's Limited Product Warranty but, to the fullest extent possible, passes this warranty on to you.

**Reporting Destructive Surges:** Call Georgia Power at 1-863-784-3165 if you discover or suspect a destructive surge has traveled through the Surge Protector. In this situation, you may find the LED is not illuminated, if your device includes this feature. If a destructive surge has caused the failure of a Surge Protector, you must make a claim under Manufacturer's Limited Product Warranty. You must be current on all payments due under this Agreement in order to receive a replacement Surge Protector from Manufacturer.

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In order to make a claim under Manufacturer's Limited Product Warranty, you must—

- (1) Be current on all payments due under this Agreement.
- (2) Call Georgia Power at 1-863-784-3165 within seven (7) days of discovering or suspecting a surge-related problem. Georgia Power will contact Manufacturer on your behalf to begin processing your claim.
- (3) Permit Georgia Power, Manufacturer, or its authorized representative to inspect the Surge Protector and any appliance or equipment for which you file a claim and submit any requested documentation regarding your claim in the time frame required. Manufacturer's Limited Product Warranty applies only if a destructive surge has passed through Surge Protection Device and caused failure of that device. UNDER NO CIRCUMSTANCES SHOULD CUSTOMER ATTEMPT TO REMOVE THE SURGE PROTECTION DEVICE.
- (4) Provide any written estimate requested by Manufacturer or its authorized representative regarding damage to any appliance or equipment and cost of repairing that damage or replacing the appliance or equipment in the time frame required by Manufacturer.

**Disclaimer of Warranties: GEORGIA POWER DISCLAIMS ALL WARRANTIES CONCERNING, AS TO, OR ON THE SURGE PROTECTION DEVICE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU UNDERSTAND THAT THE SURGE PROTECTION DEVICE IS PROVIDED 'AS IS' AND, TO THE EXTENT YOU HAVE ANY REMEDIES, SUCH REMEDIES ARE GOVERNED SOLELY BY MANUFACTURER'S LIMITED PRODUCT WARRANTY.**

**Limitation of Liability:** Georgia Power is not an insurer, and you assume all responsibility for taking any action and obtaining any insurance necessary or appropriate to prevent or to cover property losses and/or personal injury or death that could result from any power surge or loss of electric, telephone, or cable/satellite service, especially in connection with medical, health-care and life-support equipment. **Georgia Power is not liable for any property damage or personal injury or death resulting from or in any way related to the operation or any alleged malfunction of the Surge Protection Device.** Georgia Power's liability to you is limited to its duty to install the Surge Protection Device. You accept the risk that the Surge Protection Device cannot protect against all surges, and you agree that the occurrence of a surge or surges shall not constitute a breach of this Agreement by Georgia Power and shall not give you any claim or right of set-off against Georgia Power. You also agree that Georgia Power's total liability to you for any damages under this Agreement shall not exceed the amounts you have paid to Georgia Power under this Agreement. GEORGIA POWER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, OR ANY ECONOMIC LOSS.

**Construction and Effect:** This Agreement represents the complete agreement between you and Georgia Power, and shall be governed, interpreted, and enforced in accordance with the laws of the State of Georgia. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, that provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of that provision or the remaining provisions of this Agreement. You may not assign your rights or obligations under this Agreement without our prior written consent. All of your obligations shall bind your heirs, executors, administrators, successors, and assigns. Georgia Power may assign its rights and obligations under this Agreement without giving you prior notice or obtaining your consent, and any of its successors and assigns will have the benefit of all of its rights under this Agreement.