

SURGESHIELD

1. **SCOPE OF SERVICES.** These Terms and Conditions ("Terms") shall govern your purchase of the SurgeShield® installation services ("Services") and your use, for the duration of these Terms, of the SurgeShieldSM equipment ("Equipment") provided in connection with the FPL Energy Services, Inc. doing business as FPL Home ("FPL Home") SurgeShield® program (the Services and your use of the Equipment are collectively referred to as the "Products") at your designated residential location ("Site"). The prices for the Products are based upon information you provided and apparent conditions at the Site without an extensive investigation by FPL Home. THERE IS A POSSIBILITY OF THE EXISTENCE OF UNKNOWN CONDITIONS AT OR ON YOUR SITE THAT MAY ADVERSELY AFFECT FPL HOME' ABILITY TO PROVIDE THE PRODUCTS AT YOUR SITE. YOU ACKNOWLEDGE THAT FPL HOME DOES NOT ASSUME THE RISK OF AND SHALL NOT BE RESPONSIBLE FOR ANY SUCH UNKNOWN CONDITIONS.
2. **ACCESS/ASSISTANCE.** You shall provide FPL Home (and its contractors) with access (i) to all necessary areas, and provide necessary requested information related to utility service and equipment operation at the Site, and (ii) for Equipment installation, Equipment maintenance, and Equipment removal pursuant to Section 12. You are aware that FPL Home is relying upon the accuracy and completeness of such information in order to properly perform the Services. FPL Home shall have the right to suspend the Services or adjust the installation schedule accordingly in the event that there is inadequate access to the Site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Service. In the event of damage to the electric utility meter at the Site that is caused by you, your agents or your contractors, you agree to indemnify, defend and hold FPL Home and its contractors harmless and pay all repair or replacement costs associated with such damage.
3. **WARRANTY EXCLUSION.** FPL HOME WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER. THE EQUIPMENT IS SOLELY WARRANTED BY THE MANUFACTURER AS SET FORTH IN EXHIBIT A ATTACHED HERETO ("MANUFACTURER"). EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY FPL HOME. FPL HOME EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND DOES NOT WARRANT THAT THE EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THE FOREGOING WARRANTY FROM THE MANUFACTURER IS EXCLUSIVE TO YOU AND NON-TRANSFERABLE OR ASSIGNABLE, AND THE REMEDY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 5. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. ADDITIONALLY, IN NO EVENT WILL MEDICAL, LIFE SUPPORT OR OTHER NON-SURGESHIELDSM EQUIPMENT BE COVERED UNDER THIS WARRANTY.
4. **EXISTING CONDITIONS.** FPL Home is only being retained to perform Services relating to the installation of the Equipment and shall not be responsible for (a) identifying any hazardous conditions and/or illegal or improper construction, or (b) correcting any hazardous condition and/or non-compliant construction (i.e. construction contrary to applicable laws, codes, rules, and regulations). You shall be responsible for receiving any and all consents necessary or required in order for FPL Home to perform the Services hereunder. Neither FPL Home nor its contractors are responsible for any damage which may arise from existing conditions, including but not limited to improper wiring and installation of pre-existing equipment at the Site.
5. **LIMITATION OF LIABILITY FOR ALL CLAIMS.** You acknowledge and understand that the Products are not being offered or provided by Florida Power & Light Company ("FPL"). Further, you acknowledge and understand that neither FPL nor FPL Home is liable for any defects in the Equipment or for the manufacturer's warranty attached as Exhibit A. FPL Home obligations under these Terms shall be limited to re-performing any Services not in conformance with the Services warranty. Claims relating to Services shall be made to FPL Home immediately following the discovery of such non-conformance. Claims relating to Equipment shall be made to the Manufacturer pursuant to Exhibit A. NOTWITHSTANDING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF FPL HOME, ITS PARENT, THEIR AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ASSIGNS ("FPL HOME ENTITIES") TO YOU OR ANY THIRD PARTY, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED IN ANY WAY TO THE SURGESHIELD PROGRAM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) ARE LIMITED TO THE AMOUNT YOU HAVE ACTUALLY PAID FOR THE PRODUCTS. IN NO EVENT SHALL FPL HOME ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES EXCEEDING THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS NOR SHALL FPL HOME ENTITIES BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE SERVICE OR ANY CONNECTION EQUIPMENT THERETO OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-SURGESHIELDSM PROPERTY) EVEN IF FPL HOME OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).
6. **DISCLAIMER AND RELEASE.** SURGESHIELDSM PRODUCTS ARE OFFERED AND PROVIDED BY FPL HOME, AN UNREGULATED SUBSIDIARY OF FPL. BY ENROLLING IN THE SURGESHIELDSM PROGRAM: (I) YOU ACKNOWLEDGE THAT FPL, ITS AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPL HOME), DO NOT HAVE ANY OBLIGATION OR RESPONSIBILITY FOR THE PRODUCTS, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS OR DISPUTES RELATING THERETO, NOR DO THEY PROVIDE ANY TYPE OF GUARANTEE, WARRANTY, PROMISE OR COVENANT, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS; AND (II) YOU AGREE TO RELEASE FPL, NEXTERA, AND ALL OF THEIR AFFILIATES AND/OR SUBSIDIARIES (OTHER THAN FPL HOME) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, OR LIABILITIES IN CONNECTION WITH THE PRODUCTS OR PROGRAM.
7. **FORCE MAJEURE.** FPL Home shall not be responsible to you in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and is not caused by FPL Home. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.
8. **DOCUMENTATION.** FPL Home may provide you with manuals, data, or information (collectively, "Documentation") applicable to the Equipment in FPL Home's possession. Any documents provided hereunder are for informational purposes only, FPL Home makes no warranty or representation with regard to the accuracy or completeness of any such documents or information provided by FPL Home, and FPL HOME EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH REGARD TO SUCH DOCUMENTATION.
9. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** These Terms and the SurgeShield Program, shall be governed by the laws of the State of Florida. Any suit relating to these Terms, Products, and/or the SurgeShield Program shall be instituted in any state or federal court in Palm Beach County, Florida, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY SIGNING UP FOR THIS PROGRAM, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION WITH FPL HOME BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THESE TERMS, THE SURGESHIELD PROGRAM, THE PRODUCTS AND/OR THE PERFORMANCE OF SERVICES PROVIDED BY FPL HOME.
10. **CUSTOMER SUPPORT NUMBER.** In order to obtain customer service hereunder, FPL Home must be contacted 1-800-590-1235 no more than seven (7) business days of discovery of the damaged or nonperforming Service.
11. **SEVERABILITY.** If any provision of these Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.
12. **OWNERSHIP.** FPL Home retains all ownership of the Equipment and reserves the right to remove the Equipment without notice at any time on or after termination of the Services pursuant to Section 14 (Termination).
13. **ASSIGNMENT.** FPL Home may, in its sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, you shall not assign, delegate or otherwise dispose of your obligations hereunder without FPL Home's written consent.
14. **TERMINATION.** Upon notice to you in any reasonable form, FPL Home may terminate these Terms and its provision of the Equipment and/or Services in the event (a) FPL Home determines, in its sole discretion, that the Equipment cannot be installed at the Site for whatever reason, whether resulting from technical, safety or otherwise, (b) if any regulatory agency promulgates any rule or order which in effect or application substantially impedes FPL Home from fulfilling its obligations hereunder, or materially and adversely affects FPL Home's ability to provide the Products under these Terms, (c) you breach any term or condition contained herein, including without limitation, your

obligation to make payment for the Products provided hereunder by the due date of your FPL electric utility bill, or (d) FPL Home, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Products, or (ii) to discontinue your specific use of the Equipment and/or Services hereunder. You may cancel your order for the Products at anytime upon thirty (30) days written notice to FPL Home. You will receive a full refund if you provide FPL Home a written request for refund within seven (7) days of your initial receipt of the Services, or of your receipt of any applicable gift or prize to subscribe to such Services, which ever is later. FPL Home will process such refund request within 30 days of its receipt of the refund request.

15. **AUTHORITY.** You represent to FPL Home that you have the authority to enter into and bind you to these Terms and that you shall bear all costs attributable thereto, and you shall, at your own expense, defend, indemnify and hold FPL Home harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by FPL Home as a result of an allegation or claim that you did not have such authority.

16. **ENTIRE TERMS.** These Terms are the entire understanding between the parties and supersede any terms in any purchase orders or other documents from you, and supersedes all prior agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of the text of these Terms. FPL Home may amend these Terms from time to time, but such modifications to the Terms shall be effective upon FPL Home delivery of notice to you.

Exhibit A

SURGESHIELD

RESIDENTIAL FIFTEEN YEAR EXTENDED SURGE SUPPRESSOR 'LIMITED' WARRANTY

[This is not an insurance program.]

A. What Does This Warranty Cover?

Subject to the exclusions of Section D, Manufacturer (as defined in Section G below) hereby provides an extended limited warranty to SurgeShield customers of FPL Energy Services, Inc. doing business as FPL Home ("FPL Home") that its meter-based surge protective device ("SPD") that Manufacturer manufactures or supplies to FPL Home will be free from defects in materials and workmanship. Subject to Section C, this extended limited warranty covers physical damage to Standard Residential Equipment, as defined below, caused by a defective SPD as a result of a "transient voltage" or "surge voltage" as defined by IEEE C62.41.

Standard Residential Equipment is defined as central air conditioners, clothes washers and dryers, refrigerators, dishwashers, electric ranges, hot water heaters and other major motor-driven home appliances (i) within the residence, or (ii) with respect to well or pool equipment, within four (4) feet of the residence. Standard Residential Equipment does not include (i) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and Security Systems, or (ii) medical or life support equipment. Manufacturer will make the final determination as to whether equipment is Standard Residential Equipment.

B. How Long Does the Coverage Last?

This extended limited warranty is valid fifteen (15) years starting from the date that the SPD is manufactured by Manufacturer ("Warranty Period"). If you have questions as to the date of manufacture, please contact Manufacturer or FPL Home for further information. See Section G below for determining the Manufacturer of the SPD and the Manufacturer contact information at the end of this document.

C. What Will Manufacturer Do?

If any SPD proves defective during the Warranty Period, Manufacturer will repair (without charge for parts or labor) or will provide a replacement in exchange for the defective SPD.

If it is determined, at the Manufacturer's sole discretion, that a transient voltage/surge current has passed through a defective SPD and caused physical damage to Standard Residential Equipment as defined above, Manufacturer will either reimburse customer the fair market value of the damaged equipment immediately preceding the failure, reimburse customer for reasonably incurred repairs, or pay customer the cost of reasonable estimated repairs, provided however that customer must have followed proper claim procedures as described in **Section E, "How To Get Service?"**. In order for a SPD to be deemed defective, (i) the SPD must show an indication of activation and the fuse wire(s) have disconnected and (ii) the SPD must have failed to perform its function according to the manufacturer's published SPD specifications. Manufacturer's liability will not exceed \$5,000.00, with a maximum recovery of \$250 for any electronic circuitry contained within, to any one (1) specific appliance, per occurrence, with a maximum of \$500,000.00 in the aggregate over the life of this warranty. Upon evaluation, you will be notified of the status of your claim. In addition, and at Manufacturer's sole discretion, if it is determined that you are entitled to compensation, you will be either given the fair market value of the damaged equipment immediately preceding the failure, reimbursed for reasonably incurred repairs, or paid the cost of reasonable estimated repairs.

D. What Does This Warranty Not Cover?

This extended limited warranty does not cover any SPD where Manufacturer's nameplate or FPL Home's SurgeShield nameplate has been deliberately tampered with or removed. This warranty shall not apply to any defect, failure, or damage caused by repair of the SPD not performed by an authorized Manufacturer's service center. **This warranty excludes (a) bodily injury to persons, (b) defects caused by or damages resulting from operation of the SPD under conditions exceeding Manufacturer's published SPD specifications, such as continuous steady over-voltages as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) generators and any damages caused by a SurgeShield customer's on-site backup generator, (e) elevators and elevator equipment; (f) electric cars or supplemental equipment associated with electric cars; (g) solar equipment; (h) or any damages caused by a defective SPD other than physical damage to Standard Residential Equipment.** Under no circumstances, will Manufacturer guarantee performance for a direct lightning strike not carried down the utility power lines or passing through the transformer and then the SPD.

Manufacturer shall only be liable to pay those damages incurred which are covered under this warranty and for which a customer has not recovered or does not intend to recover from a third party or insurance carrier. In no event shall a customer be entitled to a "double recovery". Any and all possible subrogation claims which may be made by a homeowner's insurance company are hereby waived. Homeowner expressly acknowledges this provision and intends for its insurance company to be bound by this subrogation prohibition. **Manufacturer DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED.**

E. How To Get Service?

SPD Product Claims Procedure: In order to obtain service under this warranty, FPL Home (1-888-No-Surge) must be given notice of the SPD defect within seven (7) working days of discovery of the defect. FPL Home will remove the SPD and will return it to Manufacturer for inspection and to determine if the SPD is defective. Manufacturer will repair or replace any SPD it finds to be defective.

Damaged Standard Residential Equipment Claims Procedure: A customer must give FPL Home notice of a physical damage claim for Standard Residential Equipment within seven (7) working days of discovery of the damaged equipment. A claim form will be sent to the customer by FPL Home, which must be completed in its entirety and returned to Manufacturer within thirty (30) days. This claim form must contain a detailed description of the nature and extent of any repairs done to repair the physical damage to the Standard Residential Equipment along with all receipts. If any repairs have not been done at the time the claim form is submitted, the customer must send a written estimate provided by an independent service provider of the necessary repairs with the claim form. Failure to properly complete these procedures will result in the claim being permanently denied. Manufacturer or an authorized representative of Manufacturer reserves the right to inspect the damaged parts of the Standard Residential Equipment, as well as the installation location. Damaged parts must remain available for inspection until the claim is finalized. Manufacturer shall be the sole judge of failure and will make final determination of claims awards.

F. How Can I Appeal a Claims Decision?

If a customer is not satisfied with a claims decision made by Manufacturer, the customer may request reconsideration by contacting FPL Home at 888-No-Surge.

G. Who are Manufacturer and FPL Home?

SurgeShield is offered by FPL Energy Services, Inc. (FPL Home), a subsidiary of NextEra Energy, Inc. and an affiliate of Florida Power & Light Company (FPL). SurgeShield is not offered, administered, warranted, guaranteed or backed by FPL. FPL Home can be reached at 6001 Village Blvd., West Palm Beach, FL 33407 or by phone at 888-No-Surge.

The manufacturer and/or supplier of the SPD are either Meter-Treater Inc. or KENICK, Inc. The applicable manufacturer and/or supplier ("Manufacturer") can be easily identified by the color of the label on the device attached to the home. A blue or orange label indicates that Meter Treater, Inc. is the Manufacturer. A green label indicates that KENICK, Inc. is the Manufacturer. The applicable Manufacturer is responsible for this warranty and can be contacted at the address listed below.

H. How Does State Law Apply?

These are the sole warranties made by Manufacturer with respect to the Product. No other express or implied warranties are given. Also, other than provided for above, direct, indirect, consequential and incidental damages are not recoverable under this warranty.

Lake Park, Florida 33403
1-800-342-6890 / Fax 1-561-848-2372

KENICK, Inc.
1025 1st Ave. North
St. Petersburg, Fl 33705
1-800-362-9997

This warranty complies with the Magnusson-Moss Act

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