



Powering Business Worldwide

# EATON ABLEEDGE SMART BREAKER LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

RESIDENTIAL APPLICATIONS ONLY

**READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS AND CONTAINS A BINDING INDIVIDUAL ARBITRATION PROVISION. BY PURCHASING THIS PRODUCT YOU AGREE TO THE TERMS AND CONDITIONS BELOW.**

**THESE TERMS AND CONDITIONS APPLY TO ANY PERSON OR ENTITY WHO IS COVERED BY THE LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASERS OF HOMES WHERE THE PRODUCT IS INSTALLED AND THE LIMITED WARRANTY STILL APPLIES.**

**Failure to properly install, maintain, or use the Devices shall void this Limited Warranty.**

Eaton provides this Limited Warranty for its AbleEdge Smart Breaker (each a "Device"). During the Limited Warranty Period Eaton warrants that the Device is and will remain free from failure due to defects in material and workmanship under normal care and proper usage that fully complies with all National Electrical Code requirements. If the Device fails to comply with this Limited Warranty, Eaton will, at its option, either repair or replace the Device. To obtain Limited Warranty service, the person or entity making the Limited Warranty claim shall return the product to the place of purchase or deliver the product prepaid to Eaton at the address set forth below. Proof of purchase in the form of a receipt or invoice, which is evidence that the unit is within the Limited Warranty Period, must be presented to obtain Limited Warranty service. For those persons/entities who did not directly purchase a Device but rather purchased a home where one was already installed, Eaton will accept other reasonable and validated proof of the date of installation.

**LIMITED WARRANTY PERIOD:** The seller warrants that the Products manufactured by it will conform to the Seller's applicable specifications and be free from failure due to defects in workmanship and material based on the below Product timelines. The warranty period will be applicable from the Device manufacturing date code listed on the Device ("Limited Warranty Period").

## Products:

- Smart breaker: Three (3) year electronic, ten (10) year mechanical
  - Electronics components within the device that include the connectivity and communications module, metering components and processor, and remote operation electrical components and processor.
  - Mechanical items include the main handle and the primary thermal-magnetic protection element of the breaker as well as the physical packaging of the device.

*NOTE: Installation of replacement components under this Limited Warranty does not restart or extend the Limited Warranty Period.*

**LIMITED WARRANTY COVERAGE:** This Limited Warranty applies to (i) the original purchaser of the Device; (ii) the homeowner(s) where the Device was initially installed; and (iii) if the home is sold after the Device is installed, the first purchaser(s) of the home after the installation (together, "Covered Person").

If, during the Limited Warranty Period, the Device fails because of a manufacturing defect, Eaton, at its sole discretion, will provide a replacement Device to Covered Person through an Eaton dealer, other licensed electrical contractor, or to the Covered Person directly. This Limited Warranty does not cover reimbursement for labor, shipping, freight and handling charges, gaining access, removal, servicing, installation, temporary power, increased utility costs, or any other expenses that may be incurred in connection with repair or replacement of the Devices. Covered Person is responsible for storing the failed Device(s) for ninety (90) days after a Limited Warranty claim is filed and must surrender the Device(s) at the request of Eaton. Eaton's sole responsibility under this Limited Warranty is to provide a replacement Device as set forth above. If any Device covered by this Limited Warranty is no longer available, Eaton will, at its option, provide a substitute Device or allow Covered Person to purchase an equivalent Eaton Device at a reduced price of five (5) percent off the Eaton list price in effect on the date of the failure.

This Limited Warranty does not cover failure or damage due to improper storage, installation, operation, maintenance, accident, misuse, abuse or negligence.

The remedies of this Limited Warranty are the exclusive remedy of Covered Person and the limit of the liability of Eaton with respect to these products, whether in contract, in tort (including negligence or strict liability), by statute or regulation, or otherwise. Eaton disclaims all other warranties, as discussed further below, including, without limitation, any implied warranty of merchantability or of fitness for a particular purpose, and shall not be liable for any incidental, indirect, special, consequential or punitive damages. With respect to products purchased by consumers of the United States for personal use, the implied warranties, including, but not limited, to the warranties of merchantability and of fitness for a particular purpose, are not excluded but are limited to the duration of the Limited Warranty period. Some states do not allow the exclusion or limitation of incidental or consequential damages or implied warranties, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. All Limited Warranties are rendered null and void if a device other than those specifically listed by UL for use in the type BR product

is installed.

Eaton does not represent, warrant, or guarantee, either through this Limited Warranty or otherwise, that the Devices are free from errors, including, without limitation, errors which cause the devices to “trip” in the presence of a non-dangerous fault or any other type of non-dangerous interference. While Eaton makes reasonable efforts to minimize instances where a “trip” occurs due to a non-dangerous fault or interference, such trips may still occur.

**MAKING A LIMITED WARRANTY CLAIM:** To make a Limited

Warranty claim, Covered Person must contact EatonCare at:

+1-877-ETN-CARE or +1-877-386-2273 Covered Person must make a claim within the one (1) year Claim Dispute Period discussed in the Dispute Resolution Section below.

When Limited Warranty coverage is requested, Covered Person must provide, directly or through a service provider, the following:

1. The Device model and serial number;
2. Covered Person’s name and location where the Device is/was installed;
3. The date of original Device installation; and
4. An accurate description of the problem.

*NOTE: Proof of prior maintenance and purchase may also be required.*

**\*\*DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY AND DAMAGES\*\***

**(READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS)**

**EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, EATON MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY AS APPLICABLE TO EACH COMPONENT. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED.**

**IN NO EVENT SHALL EATON BE LIABLE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THIS LIMITATION APPLIES TO ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER IN CONTRACT OR IN TORT (E.G., NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY). RATHER, EATON’S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS TO PROVIDE A REPLACEMENT DEVICE AS SET FORTH HEREIN.**

**IN NO EVENT SHALL EATON BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS (INCLUDING DEATH), PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, INCONVENIENCE OR LOSS OF ANTICIPATED PROFITS OR SAVINGS) THAT ARE IN ANY WAY RELATED TO OR ARISE OUT OF THE USE, MISUSE, NONUSE, REPAIR, REPLACEMENT OR DELAY IN DELIVERY OF THE DEVICE.**

**EATON SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE TO REPAIR OR REPLACE A DEVICE.**

This limited liability gives specific legal rights. Some jurisdictions do not allow the exclusion or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply. Covered Person may also have other rights that may vary by jurisdiction.

**EXCLUSIONS:** The following limitations and exclusions apply to this Limited Warranty:

1. Replacement Devices will not be provided under this Limited Warranty unless the Device and the equipment containing the Device are properly installed and maintained by a licensed professional electrical installer or licensed electrical contractor in accordance with Eaton’ installation, operation and maintenance instructions, which are provided with the Device or available by contacting Eaton.  
Replacement Devices will not be provided under this Limited Warranty if the defective Device is moved or tampered with after its initial installation.
2. Replacement Devices will not be provided under this Limited Warranty unless all repairs of the defective Device are made by a licensed professional electrician.
3. This Limited Warranty does not cover damage or defect resulting from any act of God, including, but not limited to, lightning, fire, floods, wind, lightning, hurricanes, tornadoes or earthquakes.
4. Eaton is not responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

This Limited Warranty gives Covered Person specific legal rights, as described herein, and Covered Person may have other rights which vary by state.

**\*\*\*DISPUTE RESOLUTION\*\*\***

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES, INCLUDING RIGHTS RELATING TO A PENDING CLASS ACTION DISCUSSED BELOW.**

**BY PURCHASING A DEVICE, COVERED PERSON AGREES TO THIS DISPUTE RESOLUTION SECTION. FURTHER, BY MAKING A LIMITED WARRANTY CLAIM, COVERED PERSON AFFIRMS AND/OR REAFFIRMS AGREEMENT TO THIS DISPUTE RESOLUTION SECTION.**

**INDIVIDUAL ARBITRATION NOTICE: BY (I) PURCHASING THE DEVICE; (II) USING A DEVICE (INCLUDING USING IT AS THE PURCHASER OF A HOME AFTER THE DEVICE WAS INSTALLED THEREIN); OR (III) MAKING A LIMITED WARRANTY CLAIM, COVERED PERSON AGREES THAT ALL DISPUTES BETWEEN YOU AND EATON WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.**

Some jurisdictions do not allow mandatory arbitration provisions or class action waivers. In such jurisdictions, the following dispute resolution provisions do not apply. Covered Person may have other rights that may vary by jurisdiction.

**Claim Dispute Period:** Covered Person must give written notice of any defects, issues, claims, etc., within one (1) year of the issue first arising, and such notice is a condition precedent to any claims. Written notice must be sent to Eaton at the following address: 1000 Eaton Blvd., Mail Stop 4N, Cleveland, OH 44122.

**Mandatory Arbitration:** Covered Person and Eaton agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, Covered Person or Eaton may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.

Covered Person and Eaton waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of Covered Person's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Ohio, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver (immediately below) is valid or enforceable. Except as expressly stated in the Arbitration Class Action Waiver immediately below, a court will resolve any question regarding the validity or enforceability of this Dispute Resolution section. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate shall be broadly interpreted.

**Arbitration Class Action Waiver (for all states other than California):** Covered Person and Eaton agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless Covered Person and Eaton agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Covered Person and Eaton. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Eaton and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.

A court, not the arbitrator, will decide any questions regarding the enforceability of this Arbitration Class Action Waiver. If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration

provision (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

**Arbitration Class Action Waiver (for California):** Covered Person and Eaton agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that Covered Person shall be permitted to seek and obtain public injunctive relief in arbitration. Unless Covered Person and Eaton agree otherwise in writing, arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between Covered Person and Eaton. The arbitrator may award monetary relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's monetary award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under *McGill v. Citibank, N.A.*, 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. If an arbitrator deciding the *McGill* issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

**Agency Proceedings:** This arbitration agreement does not preclude Covered Person from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Eaton on Covered Person's behalf.

**Fees and Costs:** If Covered Person's total damage claims in an arbitration are \$25,000 or less, not including Covered Person's attorney fees ("Small Arbitration Claim"), the arbitrator may, if Covered Person prevails, award Covered Person's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant Eaton its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that Covered Person's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Eaton will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). Covered Person must submit any request for payment of Arbitration Costs to the AAA at the same time Covered Person submits its Demand for Arbitration. However, if Covered Person wants Eaton to advance the Arbitration Costs for a Small Arbitration Claim before filing, Eaton will do so at Covered Person's written request which must be sent to Eaton at the address above. In a Small Arbitration Claim case, Eaton agrees that Covered Person may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If Covered Person's total damage claim in an arbitration exceeds \$25,000, not including Covered Person's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between Covered Person and Eaton (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if Covered Person can demonstrate that the Arbitration

Costs will be prohibitive as compared to the costs of litigation, Eaton will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

**Mass Arbitration (for residents outside of California only):**

A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/ or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in above, Eaton shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that Covered Person's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to only those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by the Fees and Costs section and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this Mass Arbitration section. Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

**OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE ("OPT-OUT NOTICE") TO EATON that is post-marked no later than 30 calendar days after Covered Person's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner).** The Opt-Out Notice must be mailed to Eaton at: 1000 Eaton Blvd., Mail Stop 4N, Cleveland, OH 44122

The Opt-Out Notice must state (i) Covered Person's name and address, and that Covered Person opts out of arbitration, (ii) the date that Covered Person purchased the Device (if the original owner) or the premises where the Device was originally installed (in the case of a subsequent owner), (iii) the Device's model and serial number (which can be found on the unit labeling), and (iv) that Covered Person elects to opt out of arbitration. Covered Person must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither Covered Person nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect this Limited Warranty, and Covered Person will continue to enjoy the benefits of this Limited Warranty if Covered Person opts out of arbitration. Any

Opt-Out Notice received after the opt out deadline is not valid.

**Non-Arbitration Class Action and Jury Waiver:** If for any reason any Dispute proceeds in court rather than arbitration, Covered Person and Eaton waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither Covered Person nor Eaton may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding; provided, however, that in California an individual can seek and obtain public injunctive relief. This Non-Arbitration Class Action and Jury Waiver shall apply regardless of whether the arbitration provisions contained herein are valid, invalid, nullified, or voided. For the avoidance of doubt, in no event shall Covered Person be permitted to bring an action in Court as a class action or on a collective action; provided, however, that this prohibition shall not apply where a law, rule, or regulation prohibits precluding class or collective actions given the claim(s) asserted.

**Severability:** If any provision of this Limited Warranty is held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of that provision to the fullest extent permitted by law. If a provision cannot be so amended or construed, it will be severed, and the remaining provisions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as to best reasonably effect the intent of the parties. To the extent there is a conflict between this severability clause and the severability clause Arbitration Class Action Waiver section, the clause in Arbitration Class Action Waiver section shall govern.

**DEFINITIONS:** In addition to the terms defined above, the following definitions apply to this Limited Warranty:

1. "Dispute(s)" will be broadly interpreted to include any claims, disagreements, or controversies that Covered Person and Eaton had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies related in any way to or arising in any way out of:
  - a. the Devices and components therein covered by this Limited Warranty;
  - b. any other Eaton equipment, component, or service;
  - c. any Eaton advertising, representation, or marketing;
  - d. any contract, warranty, limited warranty, or other agreement Covered Person had or has with Eaton;
  - e. any Eaton billing or other policy or practice;
  - f. any action or inaction by any Eaton officer, director, employee, agent, or other representative relating to any equipment, component, marketing, representation, or service;
  - g. any claims Covered Person brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to, or in any way arise out of any equipment, component, marketing, representation, or service;
  - h. any claims Eaton brings against Covered Person; and
  - i. any aspect of the relationship between Covered Person and Eaton.

2. "Dispute(s)" includes claims, disagreements, or controversies **that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.** Thus, this Limited Warranty and its Dispute Resolution Section operate retroactively and relate to and encompass any claims Covered Person has had at any time, including claims that existed before the Device covered by this Limited Warranty was purchased. **"Dispute(s)" expressly includes the Putative Class Action (defined above).**
3. "Eaton" refers to Eaton Corporation, as well as its parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
4. "Limited Warranty" refers to this document.