

WARRANTY TERMS

WARRANTY: Company warrants to Purchaser that the equipment to be delivered to Purchaser will be free from defects in material and workmanship when used under proper and normal use for a period of 12 months after the equipment is put into service. Not to exceed 18 months from the date the equipment is delivered (whether by sale, lease or rental). Organic insulation materials are sold **with the express understanding** that their life and fitness for purpose are indeterminate and largely depend on application and operating circumstances and continuing maintenance. Should any failure to conform to the above (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line price sheet) appear within one (1) year from the start of the warranty, the Company agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated and maintained in accordance with recommendations of the Company and standard industry practice, to correct the nonconformity at Company's option either by repairing any defective part or parts or by making available at Company's plant a repaired or replacement part. The liability of Company to Purchaser arising out of the supplying of said equipment or its use, whether on warranty, contract or negligence, shall not in any event exceed the cost of correcting defects in the equipment as herein

provided, and upon the expiration of said one (1) year, all such liability shall terminate **remedy of the Purchaser and the sole liability of Company.** The Warranty does not and shall not include reimbursement for the expenses which may be incurred by Purchaser. Before any material is returned, Purchaser must contact Company, as outlined under Returned Goods. No warranty is made with respect to equipment not manufactured by Company, such being subject only to warranties made by their respective manufacturers. Company shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its products or equipment by Purchaser or others, or for damage caused thereto by negligence, accident, overloading or improper use by Purchaser or others.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED (INCLUDING ANY WARRANTY ON MERCHANTABILITY OR FITNESS FOR PURPOSE). THE ONLY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE THOSE EXPRESSED ABOVE AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WEG IS NOT RESPONSIBLE FOR ELECTRICAL TRANSIENTS OR OTHER GRID STABILITY ISSUES THAT MAY SURFACE AFTER THE TRANSFORMER IS INSTALLED.