



ALFA TRANSFORMER COMPANY

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WARRANTY

Alfa Transformer Company warrants that the product furnished hereunder will be of the kind and quality described in the proposal or contract, and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within a period of one year after the date of shipment to purchaser, Alfa Transformer Company shall, upon prompt written notification thereof, correct such non-conformity, at its option, by repair or replacement F.O.B. factory, of the defective part or parts. If a failure or non-conformity is deemed by Alfa Transformer to be covered by the terms of this warranty, the repair or replacement will be scheduled at the shipment time in effect at the time of warranty determination and acceptance.

The Warranties set forth in this provision are exclusive and in lieu of all other Warranties, whether statutory, express or implied (including all Warranties of merchantability and fitness for particular purpose and all Warranties arising from course of dealing or usage of trade), except of title and against patent infringement. The remedies provided above are the purchaser's sole remedies for any failure of Alfa Transformer Company to comply with its obligations. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Alfa Transformer Company whether the claims of the purchaser are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the product furnished hereunder. This warranty may be suspended or permanently revoked, at our option, if full payment is not received within thirty (30) days from date of shipment to purchaser.

LIMITATION OF LIABILITY

Alfa Transformer Company, its contractors and suppliers of any tier, shall not be liable in contract, in tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities) claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever.

The remedies of the purchase set forth herein are exclusive and the liability of Alfa Transformer Company with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, from the manufacture, sale, delivery, resale, or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.