



ALFA TRANSFORMER COMPANY

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STANDARD WARRANTY

Alfa Transformer Company, ("Alfa") 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 from the factory, unless otherwise specified by Alfa in writing, Alfa or its contractor 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 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 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 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 is extended and valid to the original purchaser and may be transferred to subsequent owners. Proof of purchase/ownership may be required for warranty transfer. 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.

Alfa does not warrant and shall have no obligation with respect to any Products that: (i) have been repaired or altered by someone other than Alfa; (ii) have been subject to misuse, abuse, neglect, intentional misconduct, accident, Customer or third party negligence, unauthorized modification or alteration, use beyond rated capacity, a force majeure event, or improper, insufficient or a lack of maintenance; (iii) are comprised of materials provided by, or designed pursuant to instructions from, Customer; (iv) have failed due to ordinary wear and tear; (v) have been exposed to adverse operating or environmental conditions; or (vi) have not been used, installed, maintained or stored in accordance with Alfa Transformer's instructions relating to such Products.

Notwithstanding anything to the contrary herein, Alfa will have no liability for (a) any costs necessary to extract or uninstall the Products that fail to conform to the warranties set forth herein, and/or (b) any costs to reinstall any repaired non-conforming Products or Products replacing any such non-conforming Products.

Products sold by Alfa but manufactured or provided by third parties are warranted only to the extent of the third-party provider's warranty and to the extent such third-party provider permits Alfa to pass their warranty through to Customer. Such products are not covered by the limited warranty set forth in this document.

Customer is solely responsible for determining the fitness and suitability of products for the use contemplated by Customer. Customer shall ensure that (i) the Products are used only for the purposes and in the manner for which they were designed, (ii) all persons likely to use or come into contact with the Products receive appropriate training, (iii) all third parties who use or may be affected by or rely upon the Products are given full and clear warning of any hazards associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with, (iv) any warning notices displayed on the Products are not removed or obscured, (v) any third party to whom the Products are supplied agrees not to remove or obscure such warning notices. Customer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products or components.

LIMITATION OF LIABILITY

Alfa, 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 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.

The terms of this warranty are subject to change without notification.