



Distribution Transformer Standard Warranty

West Coast Switchgear Inc. (hereinafter "Supplier") warrants to the original Purchaser that used distribution transformers (hereinafter "Equipment") remanufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be (12) months from the date of Shipment.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with the Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation. Maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replaced under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to the Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of the Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HERBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HERBYSPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.