



Dura-Bilt5 Medium Voltage Drive Product Extended Warranty

The sale of any service and products, and the integration thereof, ordered by the Customer is expressly conditioned upon the terms and conditions contained or referenced herein. Terms and conditions included in the GE Toshiba Automation Systems (herein called GTA) proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly objected to and will not be binding upon GTA unless specifically agreed to in writing by an authorized GTA employee.

1. **WARRANTIES:** GTA warrants to Customer that the Dura-Bilt5 medium voltage product consisting of drive and integral transformer (excluding motor and other ancillary equipment) furnished hereunder will be free from defects in material, workmanship and title and will be of the kind and quality specified in the GTA written quotation. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within sixty (60) months from installation or sixty-three (63) months from the date of shipment, whichever occurs first; provided, however, that if Customer, in the course of its regular and usual business, transfers title to or leases such products (including equipment incorporating such products) to a third party, such period shall run until sixty (60) months from such transfer or lease or sixty-three (63) months from shipment by GTA, whichever occurs first.

In no case does this warranty apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under this contract, nor shall it in any case apply to the quantity or quality of the product of Customer or the process of manufacture on which the products are used. Excluded from this warranty are items subject to replacement through normal use (vent fans, fuses, air filters and other consumables). The warranty and remedies are conditioned upon:

- (a) Proper storage, installation, use and maintenance, and conformance with any applicable recommendations and/or specifications of GTA;
- (b) Customer promptly notifying GTA of any defects and, if required, promptly making the product available for correction;
- (c) No unauthorized modifications to drive or its component parts;
- (d) Operation within specified ratings and overload capability; and
- (e) Maintaining utility supplies and environmental conditions within specified tolerance
- (f) No prolonged periods of non-use without providing proper storage protection.

If any product or service fails to meet the foregoing warranties (except title), GTA shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, and/or reperforming any defective service, or (ii) by making available, F.O.B. the GTA plant or other mutually agreed upon point of shipment, any necessary repaired or replacement parts. If reperformance is not practicable, GTA will furnish without charge services in an amount essentially equal to those that, in the sole judgment of GTA, would have been required for reperformance. Where a failure cannot be corrected by GTA's reasonable efforts, the parties will negotiate an equitable adjustment in price. GTA's obligation under this warranty shall terminate immediately upon any modification of products or software by Customer unless made with the approval of GTA.

THE PRECEDING PARAGRAPHS SET FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS (EXCEPT AS TO TITLE) BASED ON DEFECT IN OR FAILURE OF PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the warranty period, all such liability shall terminate and Customer shall have a reasonable time, not to exceed thirty (30) days after the warranty period, to give written notice of any defects that appeared during the warranty period. EXCEPT AS SET FORTH IN ARTICLE 2, "PATENTS", THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GTA does not warrant any products or services of others designated by Customer.