



Products and Services Warranty

Hammond Power Solutions Inc., ("HPS") warrants that all Products manufactured by HPS will, at the time of shipment, materially conform to the written specifications provided by HPS and will be free of material defects in material and workmanship ("Defects"). HPS further warrants that, at the time of performance, the Services will be performed in a professional and workmanlike manner, in all material respects. HPS's standard warranty period for the specific Products purchased shall apply. In no event shall HPS be liable for any Defects that are found or reported by Customer outside of the applicable warranty period. The warranties expressly provided herein may only be asserted by Customer and may not be asserted by Customer's customers or other users or beneficiaries of the Products or the Services. Customer's sole and exclusive remedy and HPS's ONLY LIABILITY for (I) HPS's breach of this Section, (II) ANY DEFECTS or (III) any services not performed in a professional and workmanlike manner, shall be for HPS to, IN ITS SOLE DISCRETION, repair, replace, REPERFORM or refund the purchase price for the defective product or services.

HPS does not warrant and shall have no obligation with respect to any Products that: (i) have been repaired or altered by someone other than HPS; (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 HPS's instructions relating to such Products.

Products supplied by HPS but manufactured or created by third parties, including digital information and software, are warranted only to the extent of the original manufacturer's warranty and to the extent such manufacturer permits HPS to pass any third-party warranty through to Customer. Such products are not covered by the limited warranty set forth in this Section 10.

Notwithstanding anything to the contrary herein, HPS 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 new Products replacing any such non-conforming Products.

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 persons likely to use or come into contact with the Products receive copies of applicable instructions and documentation supplied by HPS, (iv) 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, (v) any warning notices displayed on the Products are not removed or obscured, (vi) 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.

THE WARRANTIES SET FORTH IN THIS SECTION ARE HPS's SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND (AND HPS HEREBY EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES), WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT AND/OR TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES ON BEHALF OF HPS OTHER THAN THOSE EXPRESSLY STATED



HEREIN. THE REMEDIES PROVIDED IN THIS SECTION ARE CUSTOMER'S SOLE REMEDIES FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO PRODUCTS OR SERVICES. All warranty claims must be received by HPS at or before the end of the applicable warranty period set forth below.

Product Warranty Periods:

HPS Control Transformers with catalog part numbers

- General Purpose Enclosed Control Transformers: 15 Years
- Machine Tool Industrial Control Transformers: Lifetime Warranty
- Industrial Open Core and Coil Control Transformers: 15 Years

HPS Drive Isolation Transformers with catalog part numbers

- Drive Isolation Transformers: 10 Years

HPS Encapsulated Distribution Transformers with catalog part numbers

- Encapsulated Dry-Type Distribution Transformers: 10 Years

HPS Filters with catalog part numbers

- Passive Harmonic Filters: 3 Years
- dV/dT Filters: 3 Years
- Sine Wave Filters: 3 Years
- Active Harmonic Filter: 18 months from date of shipment, or one year from verified date of startup, whichever comes first

HPS Reactors with catalog part numbers

- HPS Reactors: 10 Years

HPS Low Voltage Distribution with catalog part numbers

- Low Voltage Distribution Transformers: 10 Years
- Commercial Low Voltage Distribution Transformers (EL1 and EG3): 1 Year
- 3-phase Autotransformers: 10 Years

HPS Medium Voltage Dry-Type Distribution Transformers

- Cast Resin Transformer: 1 Year
- Medium Voltage Dry-Type Distribution Transformers: 1 Year

HPS Motor Starting Autotransformers with catalog part numbers

- Motor Starting Autotransformers: 1 Year

HPS Specialty Products with catalog part numbers

- Mini Power Centers:
 - Transformer Only: 15 Years
 - Other Power Center Components: 1 Year

All Other HPS Dry-Type Magnetic Products

- All Other Special and Custom Dry-Type Magnetics: 1 Year