
Central Moloney, Inc.

Standard Warranty

Standard Warranty: The Company warrants transformers of its own manufacture against defects in material and workmanship under normal use and service, for one year from date of installation, but not more than eighteen months after date of shipment. Notice of the alleged defect must be given to the Company in writing with all identifying details including serial number, type of transformer, and date of purchase within a reasonable period of time of the discovery of same during the warranty period. The Company's sole obligation on this warranty shall be, at its option, to repair, or replace, or refund the purchase price of any transformer which proves to be defective as alleged.

No allowances will be made for repairs or alterations effected without specific written authorization from the Company. If requested by the Company, such transformer must be promptly returned freight prepaid and allowed to the Company prior to any attempted repair. The Company accepts no responsibility for loss or damage in transit of goods.

A transformer returned from the field that has PCB content greater than 1 PPM will be returned to the customer at his expense. The warranty on that transformer will be VOID.

Under the terms of this warranty, the Company shall not be responsible or liable for:

- a. Acts of God such as, lightning, tornadoes, hurricanes, floods or other natural occurrences.
- b. Consequential, collateral or special losses or damages.

- c. Equipment conditions caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of said equipment.
- d. Labor charges, losses or damage resulting from supplying of defective parts or improper repairs by unauthorized persons.
- e. Repainting the transformer tank or replacing the finish on the cover.

The Company reserves the right to substitute new equipment and/or improve the part(s) on any transformer judged defective without further liability. All repairs performed by the Company, not adjusted as covered by this warranty, will be charged to the Purchaser.

This warranty is VOID unless the Purchaser installs and maintains the transformer in accordance with proper installation and normal use.

Credit will NOT be allowed nor shipment accepted on any transformer returned unless prior approval in writing has been obtained.

THIS WARRANTY IS THE SOLE WARRANTY OF THE COMPANY AND ANY OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR USE, ARE HEREBY SPECIFICALLY EXCLUDED.

No employee of the Company, and no agent or distributor has any authority to change or enlarge the terms of this warranty to obligate the Company to other than strictly the terms of this written warranty.

Liability Limitations: Under no circumstances shall the Company have any liability for liquidated damages or for collateral, consequential or special damages, or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. The aggregate total liability of the Company in connection with the performance of this order, whether for breach of contract or warranty, negligence or otherwise, shall in no event exceed the contract price. Purchaser agrees to indemnify and hold harmless the Company from all claims by third parties in excess of these limitations.

Compliance: Federal, State and Local: Since the compliance with the various Federal, State and Local laws and regulations concerning occupational health and safety, and pollution are affected by the use, installation and operation of the equipment and other matters over which the Company has no control, the Company assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

Revised March 3, 2000
Date subject to change without notice
Form: 301093

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